May 5, 2020

CONSENT

1. Continued to 6/2/20, 9:30 a.m.

DISCUSSION

19. Moved to CONSENT CALENDAR

21. Deleted

24. Moved to CONSENT CALENDAR

25. Moved to CONSENT CALENDAR

26. Moved to CONSENT CALENDAR. Continued to 6/2/20, 9:30 a.m.

28. Revised Title to read:
   Health Care Agency - Receive and file status report and approve continuance of local health emergency and local emergency related to Novel Coronavirus (COVID-19); and set review to determine need for continuing local emergency for 6/2/20, 9:30 a.m. and every 30 days thereafter until terminated. Updates will be provided by County Executive Office, Health Care Agency, and other County departments concerning efforts to address and mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency, and (2) provide direction to the County Executive Officer and other County Officers concerning on-going County operations, allocation of County resources and personnel, maintenance of essential public services and facilities, temporary suspension and/or closure of non-essential public services and facilities, management of County property and finances, measures necessary to protect public health and safety, and expenditures necessary to meet the social needs of the population - All Districts (Continued from Special Meeting 3/2/20, Item 1; 3/24/20, Item 23; 4/14/20, Item 8)

29. Moved to CONSENT CALENDAR

30. Moved to CONSENT CALENDAR

31. Moved to CONSENT CALENDAR

32. Moved to CONSENT CALENDAR

33. Moved to CONSENT CALENDAR

34. Continued to 7/14/20, 9:30 a.m.

35. Moved to CONSENT CALENDAR
37. Deletion

39. Moved to CONSENT CALENDAR

40. Moved to CONSENT CALENDAR

41. Moved to CONSENT CALENDAR

42. Moved to CONSENT CALENDAR

43. Moved to CONSENT CALENDAR

45. Moved to CONSENT CALENDAR

49. Revised Title to read:
   **County Executive Office** - Approve grant applications/awards submitted by Health Care Agency, OC Community Resources and Sheriff-Coroner in 5/5/20 grant report and other actions as recommended; adopt resolution authorizing HCA Director or designee to execute applications, related documents and amendments to State Department of Resources Recycling and Recovery (CalRecycle) for Used Oil Payment Program 11th Cycle ending 8/15/22 - All Districts

**PUBLIC HEARING**

50. Continued to 7/28/20, 9:30 a.m.

51. Continued to 7/14/20, 9:30 a.m.

**THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:**

   Items: 28 and 49
S49A. **Health Care Agency** - Approve amendment 2 to renew contracts with Telecare Corporation MA-042-18010268 for General Population Region A Full Service Partnership ($4,698,831; cumulative total $18,795,324) and MA-042-18010274 for General Population Region B Full Service Partnership ($2,781,415; cumulative $11,091,781), 7/1/20 - 6/30/21; approve amendment 3 to renew contracts with Telecare Corporation MA-042-18011730 for General Population Region C Full Service Partnership ($5,736,358; cumulative total $23,575,356) and MA-042-18010267 for Collaborative Court Full Service Partnership ($3,595,680; cumulative total $12,355,305), 7/1/20 - 6/30/21; approve amendment 1 to renew contracts with College Community Services MA-042-18010321 for Criminal Justice Full Service Partnership ($3,174,438; cumulative total $11,655,339) and MA-042-18010323 for Older Adult Full Service Partnership ($3,462,257; cumulative total $12,117,898), 7/1/20 - 6/30/21; each renewable for one additional one-year term; and authorize County Procurement Officer or authorized Deputy to execute amendments - Districts 1, 2, 3 and 4 (Continued from 4/28/20, Item 16)

SCS1. **County Executive Office** - CONFERENCE WITH LABOR NEGOTIATOR - Pursuant to Government Code Section 54957.6:
Agency Negotiator: Tom Hatch
Employee Organizations: Orange County Employees Association (OCEA), Orange County Managers Association (OCMA), Association of County Law Enforcement Management (ACLEM), American Federation of State, County and Municipal Employees (AFSCME), Teamsters Local 952 (Teamsters), Orange County Attorneys Association (OCAA), Association of Orange County Deputy Sheriffs (AOCDS), International Union of Operating Engineers (IUOE), United Domestic Workers of America (UDWA) and other non-represented employees
RE: Terms and conditions of employment
Continuation or Deletion Request

Date:        April 22, 2020
To:          Clerk of the Board of Supervisors
From:        Sheriff-Coroner Department
Re:          ASR Control #: 20-000148, Meeting Date 5/5/20  Agenda Item No. # 1
Subject:     Trustees of the California State University Agreement for Cal State Fullerton

☒ Request to continue Agenda Item No. # 1 to the 6/2/20 Board Meeting.

Comments: CSUF commencement events have been postponed. The revised date is pending.

☐ Request deletion of Agenda Item No. # _____

Comments:
Revision to ASR and/or Attachments

Date: April 30, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Neil Shah, Assessor Dept - Management Services Manager
Re: ASR Control #: 20-000286, Meeting Date 5/5/20, Item No. # 19
Subject: Sole Source Assessor Department Assessment Tax System Maintenance and Support

Explanation:

The subject ASR should be moved from Discussion to Consent calendars per 4/21/20 Board Resolution.

☐ Revised Recommended Action(s)

☐ Make modifications to the:
  ☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))
Continuation or Deletion Request

Date: May 1, 2020
To: Clerk of the Board of Supervisors
From: Sheriff-Coroner Department
Re: ASR Control #: 20-000031, Meeting Date 5/5/20 Agenda Item No. # 21
Subject: Renewal Amendment Number Four to Contract with MCM Technology LLC

☐ Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

☒ Request deletion of Agenda Item No. # 21

Comments: Deleting this item pursuant to the April 21, 2020 Board Resolution authorizing emergency contracting authority to the CEO/County Procurement Officer.
Revision to ASR and/or Attachments

Date: April 23, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer
Re: ASR Control #: See Below, Meeting Date 5/5/20, Item No. # See Below
Subject: ASRs moved from Discussion to Consent calendars on 5/5/20 Agenda

Explanation:

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Continuation or Deletion Request

Date: 5/4/2020
To: Clerk of the Board of Supervisors
From: Clayton Chau, Health Care Agency Director
Re: ASR Control #: 19-001351, Meeting Date 5/5/20 Agenda Item No. #26
Subject: Approval of Contract for Warmline Services

☐ Request to continue Agenda Item No. #26 to the 6/2/20 Board Meeting.

Comments: To accommodate the needs of Orange County residents resulting from the current COVID-19 pandemic, HCA would like to continue the above mentioned ASR to make adjustments to the scope of services.

☐ Request deletion of Agenda Item No. #______

Comments:
Revision to ASR and/or Attachments

Date: April 23, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer
Re: ASR Control #: See Below, Meeting Date 5/5/20, Item No. # See Below
Subject: ASRs moved from Discussion to Consent calendars on 5/5/20 Agenda

Explanation:
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☐ Make modifications to the:
  ☐ Subject  ☐ Background Information  ☐ Summary  ☐ Financial Impact

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))
MEMORANDUM

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Date: April 29, 2020

RE: May 5, 2020 Board Hearing Agenda

Receive and file status report and approve continuance of local health emergency and local emergency related to Novel Coronavirus COVID-19; and set review to determine need for continuing local health emergency and local emergency for June 2, 2020, 9:30 a.m. and every 30 days thereafter until terminated. This will (1) permit the County Executive Office, Health Care Agency and other County departments to provide an update to the Board of Supervisors (Board) concerning efforts to address and mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency; and (2) allow the Board to provide further direction to the County Executive Officer and other County Officers, as necessary.

Accordingly, please prepare the agenda item to read:

Receive and file status report and approve continuance of local health emergency and local emergency related to Novel Coronavirus (COVID-19); and set review to determine need for continuing local emergency for 6/2/20, 9:30 a.m. and every 30 days thereafter until terminated. Updates will be provided by County Executive Office, Health Care Agency, and other County departments concerning efforts to address and mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency, and (2) provide direction to the County Executive Officer and other County Officers concerning on-going County operations, allocation of County resources and personnel, maintenance of essential public services and facilities, temporary suspension and/or closure of non-essential public services and facilities, management of County property and finances, measures necessary to protect public health and safety, and expenditures necessary to meet the social needs of the population.

Recommended Actions

1. Receive and file status report and approve continuance of local health emergency and local emergency related to Novel Coronavirus COVID-19; and set review to determine need for continuing local health emergency and local emergency for June 2, 2020, 9:30 a.m. and every 30 days thereafter until terminated.

2. Permit the County Executive Office, Health Care Agency and other County departments to provide an update to the Board of Supervisors (Board) concerning efforts to address and mitigate the public health and other impacts caused by the Novel Coronavirus (COVID-19) emergency; and
3. provide direction to the County Executive Officer and other County Officers concerning on-going County operations, allocation of County resources and personnel, maintenance of essential public services and facilities, temporary suspension and/or closure of non-essential public services and facilities, management of County property and finances, measures necessary to protect public health and safety, and expenditures necessary to meet the social needs of the population.

**Background**

The Board will receive reports from departments and provide direction on the following items:

**New Updates**

**Health Care Agency:**

a. Overall status of COVID-19 in Orange County  
b. Testing and coordination with private testing labs  
c. Treatment protocols  
d. Medical equipment and supplies  
e. Homeless response  
f. Hospital support, communication, readiness, and response  
g. Mental health support and resources related to COVID-19

**Social Services Agency:**

h. Public safety net

**Orange County Community Resources:**

i. Food security  
j. Vulnerable population response  
k. Economic support for working families and small businesses  
l. State and federal coordination and assistance  
m. Workforce Update and precautions for all employees providing in-person services

**Sheriff-Coroner:**

n. First responder communication support, readiness and response  
o. Jails update

**County Executive Office:**

p. Public communication and coordination  
q. County facilities, employees, and contractors  
r. Fiscal impacts and needed support  
s. Public facilities

Thank you.

cc: Board of Supervisors  
County Executive Office  
County Counsel
Revision to ASR and/or Attachments

Date:  April 23, 2020
To:  Clerk of the Board of Supervisors
CC:  County Executive Office
From:  Frank Kim, County Executive Officer
Re:  ASR Control #: See Below, Meeting Date 5/5/20, Item No. # See Below
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From: Frank Kim, County Executive Officer  
Re: ASR Control #: See Below, Meeting Date 5/5/20, Item No. # See Below  
Subject: ASRs moved from Discussion to Consent calendars on 5/5/20 Agenda

Explanation:

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☐ Revised Recommended Action(s)
☐ Make modifications to the:
  ☐ Subject   ☐ Background Information ☐ Summary   ☐ Financial Impact

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))
Date: April 22, 2020
To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Re: ASR Control #: See Below, Meeting Date 5/5/20 Agenda Item No. # 34 & #51
Subject: Continue the Following ASRs to 7/14/20 Board Hearing Date

- Request to continue Agenda Item No. # 34 & #51 to the 7/14/20 Board Meeting.

Comments:

- ASR# 19-001187 OC Public Works OC Public Works Development Services Fee Schedule Update
- ASR# 19-001411 OC Public Works Approve Agricultural Commission Subsidy Reduction Program

- Request deletion of Agenda Item No. # _____

Comments:
Revision to ASR and/or Attachments

Date: April 22, 2020
To: Clerk of the Board of Supervisors
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From: Frank Kim, County Executive Officer
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☐ Subject       ☐ Background Information       ☐ Summary       ☐ Financial Impact

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))
Continuation or Deletion Request

Date: April 30, 2020
To: Clerk of the Board of Supervisors
From: Khalid Bazmi, Interim OC Public Works Director
Re: ASR Control #: 20-000228, Meeting Date 5/5/20  Agenda Item No. # 37
Subject: Authorize Contract Amendment with Gordian Group Inc. for JOC
Deleted Item: Going to CPO for Execution Per 4/21/20 BOS Resolution

☐ Request to continue Agenda Item No. # _____ to the ____ Board Meeting.

Comments:

☒ Request deletion of Agenda Item No. # 37

Comments: OC Public Works is requesting to delete item #37, Authorize Contract Amendment with Gordian Group Inc. for Job Order Contracting from the May 5, 2020 Board Agenda, as this item will be approved under the Resolution for Emergency Contracting Authority.
**Revision to ASR and/or Attachments**

**Date:** April 22, 2020  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office  
**From:** Frank Kim, County Executive Officer  
**Re:** ASR Control #: See Below, Meeting Date 5/5/20, Item No. # See Below  
**Subject:** ASRs moved from Discussion to Consent calendars on 5/5/20 Agenda

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**Explanation:**

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<td>19-001351</td>
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<td>Approval of Contract for Warline Services</td>
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Revised Attachments (attach revised attachment(s) and redlined copy(s))
MEETING DATE: 05/05/20  
LEGAL ENTITY TAKING ACTION: Board of Supervisors  
BOARD OF SUPERVISORS DISTRICT(S): All Districts  
SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)  
DEPARTMENT CONTACT PERSON(S): Peter DeMarco (714) 834-5777, Cynthia Shintaku (714) 834-7086  

SUBJECT: Grant Applications/Awards Report  

RECOMMENDED ACTION(S):  
Approve grant applications/awards as proposed and other actions as recommended.  

5. Approve Grant Application and Adopt Resolution – Health Care Agency – Used Oil Payment Program – $520,000.  
6. Approve Grant Application – Health Care Agency – Lab Aspire Assistant Director Fellowship – $20,000.


SUMMARY:
See the attached Grants Report.

BACKGROUND INFORMATION:
See the attached Grants Report.

FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

ATTACHMENT(S):
PropAttachment A - Grants Report
Attachment B - HCA Used Oil Payment Program Resolution
County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County’s grants activities. It also serves to inform Orange County’s Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On May 5, 2020 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS


5. Approve Grant Application and Adopt Resolution – Health Care Agency – Used Oil Payment Program – $520,000.

6. Approve Grant Application – Health Care Agency – Lab Aspire Assistant Director Fellowship – $20,000.


If you or your staff have any questions or require additional information on any of the items in this report, please contact Cynthia Shintaku at 714-834-7086.
| **Today's Date:** | April 22, 2020 |
| **Requesting Agency/Department:** | Health Care Agency |
| **Grant Name and Project Title:** | Ryan White HIV/AIDS Program Part A COVID19 Response |
| **Sponsoring Organization/Grant Source:** | Health Resources Services Administration |
| **Application Amount Requested:** | N/A; funding was awarded based on the Coronavirus Aid, Relief and Economic Security (CARES) Act |
| **Application Due Date:** | N/A |
| **Board Date when Board Approved this Application:** | N/A |
| **Awarded Funding Amount:** | $193,623 |
| **Notification Date of Funding Award:** | April 15, 2020 |
| **Is this an Authorized Retroactive Grant Application/Award?** | No |
| **Recurrence of Grant** | New ☒ Recurrent ☐ Other ☐ Explain: |
| **If this is a recurring grant, please list the funding amount applied for and awarded in the past:** | N/A |
| **Does this grant require CEQA findings?** | Yes ☐ No ☒ |
| **What Type of Grant is this?** | Competitive ☐ Other Type ☒ Explain: Allocation |
| **County Match?** | Yes ☐ Amount_____ or _____% No ☒ |
| **How will the County Match be Fulfilled?** | N/A |
| **Will the grant/program create new part or full-time positions?** | No |
| **Purpose of Grant Funds:** | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. The Coronavirus Aid, Relief and Economic Security (CARES) Act was signed into law March 27, 2020. This allocation is for Ryan White HIV/AIDS Program recipients across the country to prevent, prepare for and respond to coronavirus disease 2019 (COVID-19). Therefore, funds will be used to support Ryan White Part A funding service categories to address identified COVID-19 service needs for people living with HIV. Funds must be used in the allowable categories for COVID-19 Prevention, Preparation and Response. |
| **Board Resolution Required?** | Yes ☐ No ☒ |
| **Deputy County Counsel Name:** | (Please list the Deputy County Counsel that approved the Resolution) |
| **Recommended Action/Special Instructions** | (Please specify below) |
The Health Care Agency (HCA) requests that the Board of Supervisors approve the Ryan White HIV/AIDS Program Part A COVID19 Response grant # H9AHA36935. The HCA also requests the approval of the Recommended Action and authorizing the Agency to accept this Notice of Award for the term of April 1, 2020 through March 31, 2021.

Authorize the Health Care Agency Director, or designee, to execute such future amendments to this Notice of Award and any other necessary forms needed for this grant referenced above that do not change the Award amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

<table>
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<th>Department Contact</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
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<tr>
<td>Marc Meulman, (714) 834-2980, <a href="mailto:mmeulman@ochca.com">mmeulman@ochca.com</a></td>
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<th>Name of the individual attending the Board Meeting</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
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<tr>
<td>David Souleles</td>
<td></td>
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<td><strong>Today's Date:</strong></td>
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<td><strong>Sponsoring Organization/Grant Source:</strong></td>
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<td><strong>Application Amount Requested:</strong></td>
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<td><strong>Application Due Date:</strong></td>
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<td><strong>Board Date when Board Approved this Application:</strong></td>
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<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>April 15, 2020</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☐</td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td>The amount applied for in FY 2019-20 was $6,526,898. The FY 2019-20 award received was $6,400,053.</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes ☐</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive ☒</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☒</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>Maintenance of Effort is fulfilled based on unallowable expenses (e.g., salary rate limitations) and unclaimed indirect expenses (actual indirect exceeds budgeted indirect) for the following service categories: Outpatient/Ambulatory Health Services, Medical Nutrition Therapy, Oral Health Care, Medical Case Management Early Intervention Services, Case Management: Non-Medical, Medical Transportation and Outreach Services. Funds will be fulfilled through County realignment dollars.</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
<tr>
<td><strong>Board Resolution Required?</strong></td>
<td>Yes ☐</td>
</tr>
<tr>
<td><strong>Deputy County Counsel Name:</strong></td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td><strong>Recommended Action/Special Instructions</strong></td>
<td>(Please specify below)</td>
</tr>
</tbody>
</table>
The Health Care Agency (HCA) requests that the Board of Supervisors approve the HIV Emergency Reliefs Projects Grants grant # H89HA00019. The HCA also requests the approval of the Recommended Action and authorizing the Agency to accept this Notice of Award for the term of March 1, 2020 through February 28, 2021.

Authorize the Health Care Agency Director, or designee, to execute such future amendments to this Notice of Award and any other necessary forms needed for this grant referenced above that do not change the Award amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marc Meulman, (714) 834-2980, <a href="mailto:mmeulman@ochca.com">mmeulman@ochca.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item.</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Souleles</td>
<td></td>
</tr>
<tr>
<td><strong>Today's Date:</strong></td>
<td>April 16, 2020</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Health Care Agency</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Ryan White HIV/AIDS Program Part C Early Intervention Services (EIS) COVID19 Response</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>Health Resources Services Administration</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>N/A; funding was awarded based on the Coronavirus Aid, Relief and Economic Security (CARES) Act</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>$121,872</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>April 15, 2020</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>(If yes, attach memo to CEO)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☒ Recurrent ☐ Other ☐ Explain:</td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive ☐ Other Type ☒ Explain: Allocation</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☐ Amount _____ or _____ % No ☒</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>N/A (Please include the specific budget)</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
<tr>
<td><strong>Board Resolution Required?</strong></td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td><strong>(Please attach document to eForm)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Deputy County Counsel Name:</strong></td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td><strong>Recommended Action/Special Instructions</strong></td>
<td>(Please specify below)</td>
</tr>
</tbody>
</table>
The Health Care Agency (HCA) requests that the Board of Supervisors approve the Ryan White HIV/AIDS Program Part C EIS COVID19 Response grant # H7CHA37109. The HCA also requests the approval of the Recommended Action and authorizing the Agency to accept this Notice of Award for the term of April 1, 2020 through March 31, 2021.

Authorize the Health Care Agency Director, or designee, to execute such future amendments to this Notice of Award and any other necessary forms needed for this grant referenced above that do not change the Award amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

<table>
<thead>
<tr>
<th>Department Contact</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marc Meulman, (714) 834-2980, <a href="mailto:mmeulman@ochca.com">mmeulman@ochca.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Souleles</td>
<td></td>
</tr>
<tr>
<td><strong>Today’s Date:</strong></td>
<td>April 16, 2020</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Health Care Agency</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Ryan White Part C Outpatient Early Intervention Services (EIS) Program</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>Health Resources Services Administration</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$671,489</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>September 20, 2019</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>July 16, 2019</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>$671,489</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>April 7, 2020</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>Recurrent</td>
</tr>
</tbody>
</table>

If this is a recurring grant, please list the funding amount applied for and awarded in the past:

The amount applied for in FY 2019-20 was $684,501. The FY 2019-20 award received was $753,282 which included carryover from FY 2018-19 in the amount of $81,773.

| **Does this grant require CEQA findings?** | Yes |

| **What Type of Grant is this?** | Competitive |

| **County Match?** | Yes |
| Amount | $56,177.74 |
| **How will the County Match be Fulfilled?** | Maintenance of Effort is fulfilled based on unallowable expenses (e.g., salary rate limitations) and unclaimed indirect expenses (actual indirect exceeds budgeted indirect) for the following service categories: Outpatient/Ambulatory Health Services, Medical Case Management Early Intervention Services, Case Management: Non-Medical, Medical Transportation and Outreach Services. Funds will be fulfilled through County realignment dollars. |

| **Will the grant/program create new part or full-time positions?** | No |

| **Purpose of Grant Funds:** | The Ryan White Part C Outpatient EIS Program provides funding for HIV Care and supportive services to individuals eligible for the early detection of HIV, rapid linkage to care, ultimately resulting in HIV viral load suppression and reduced HIV transmission. |

| **Board Resolution Required?** | Yes |

| **Deputy County Counsel Name:** | (Please list the Deputy County Counsel that approved the Resolution) |

| **Recommended Action/Special Instructions** | The Health Care Agency (HCA) requests that the Board of Supervisors approve the Ryan White HIV/AIDS Program Part C EIS grant # H76HA00146. The HCA also requests the approval of the Recommended Action and authorizing the Agency to accept this Notice of Award for the term of January 1, 2020 through December 31, 2021. |

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Grant Authorization e-Form

Page 8 of 41
Authorize the Health Care Agency Director, or designee, to execute such future amendments to this Notice of Award and any other necessary forms needed for this grant referenced above that do not change the Award amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
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</thead>
<tbody>
<tr>
<td>Marc Meulman, (714) 834-2980, <a href="mailto:mmeulman@ochca.com">mmeulman@ochca.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Souleles</td>
<td></td>
</tr>
</tbody>
</table>
**Grant Application/Award**

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today’s Date</td>
<td>April 24, 2020</td>
</tr>
<tr>
<td>Requesting Agency/Department</td>
<td>HCA / Environmental Health</td>
</tr>
<tr>
<td>Grant Name and Project Title</td>
<td>Used Oil Payment Program – Cycle 11</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source</td>
<td>Department of Resources Recycling and Recovery (CalRecycle)</td>
</tr>
<tr>
<td>Application Amount Requested</td>
<td>$520,000</td>
</tr>
<tr>
<td>Application Due Date</td>
<td>June 29, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>Recurrent [ ] New [ ] Other [ ] Explain: Award is based on formula involving how many gallons of oil sold together with per capita: Awarded: Cycle 5 - 24 cities $486,292 Cycle 6 - 24 cities $483,280 Cycle 7 - 24 cities $490,908 Cycle 8 - 24 cities $484,584 Cycle 9 - 23 cities $483,183 Cycle 10 - 24 cities $516,529</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive [ ] Other Type [ ] Explain: CalRecycle is mandated to provide payment to applying entities.</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes [ ] Amount ___ or ___% No [ ]</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. This is a State Payment Program. Acting as a Lead Agency on behalf of participating cities throughout the County, HCA Environmental Health receives this payment from CalRecycle to promote used oil recycling throughout the county including public outreach at community events, education, and advertisement. This program provides public education on the environmental hazards of dumping used motor oil and provides certification to used oil collection centers to accept used oil from the public.</td>
</tr>
<tr>
<td>Board Resolution Required?</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Deputy County Counsel Name:</td>
<td>Massoud Shamel</td>
</tr>
</tbody>
</table>
| Recommended Action/Special Instructions | CalRecycle requires a resolution that lists each city that has authorized HCA to apply on their behalf. Because this is a mandated Payment Program, the award is automatic based on a specified formula.
that includes a per capita factor. HCA requests that in an exception to the County Grant Policy, the Board approve application to this program and allow HCA to accept subsequent payment without further Board action.

**Recommended Actions:**

Adopt resolution authorizing the Health Care Agency to submit an application on behalf of the County and participating cities for the Used Oil Payment Program and authorizing the Health Care Agency Director or designee to execute all documents related to the payment program.

Authorize the Health Care Agency to accept subsequent payment without further Board action.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Lane (714) 433-6473</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Thronson (714) 834-4418</td>
<td></td>
</tr>
<tr>
<td>Cheryl Meronk (714) 834-4099</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
May 5, 2020

WHEREAS, pursuant to Public Resources Code §48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle), has established various payment programs to make payments to qualifying jurisdictions; and
WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and
WHEREAS, the payment program allows regional participation; and
WHEREAS, CalRecycle’s procedures for administering payment programs require, among other things, a regional applicant’s governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Orange County authorizes Orange County to submit a Used Oil Payment Program regional application on behalf of itself as Lead Agency and its designated participating jurisdictions: Cities of Aliso Viejo, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Irvine, Laguna Hills, Laguna Niguel, Lake Forest, La Habra, La Palma, Los Alamitos, Mission Viejo, Newport Beach, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda.

BE IT FURTHER RESOLVED that the Health Care Agency Director, or his/her designee, is hereby authorized as Signature Authority to execute on behalf of Orange County all documents, including but not limited to, applications, agreements, annual reports including expenditure reports and amendments necessary to secure payment under the Used Oil Collection Program;

Resolution No. 20-___, Item No. <Clerk to complete upon adoption> Used Oil Payment Program
and that this authorization is effective as of today’s date until the conclusion of the Used Oil Payment Program 11th Cycle which ends on August 15, 2022.
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

**GRANT APPLICATION / GRANT AWARD**

<table>
<thead>
<tr>
<th>Today's Date:</th>
<th>April 29, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>Health Care Agency/Public Health Services</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Lab Aspire Assistant Director Fellowship</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Department of Public Health (CDPH), Office of the State Public Health Laboratory Director (OSPHLD), CDPH Laboratory Field Services (LFS) and California Association of Public Health Laboratory Directors (CAPHLD)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$20,000</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>May 15, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>Recurrent</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>FY 17-18 $25,000, FY 18-19 $30,000, FY 19-20 $30,000</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>N/A</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

Due to shortages of qualified public health laboratory directors statewide, California Department of Public Health has made funding available for local Public Health laboratory managers across the state to enroll in doctoral degrees ultimately qualifying them to become lab directors. The Health Care agency Public Health Laboratory Manager, Lydia Mikhail, an Administrative II, meets the criteria for the LabAspire Fellowship and HCA is requesting up to $20,000 through the application to support her tuition, fees, required supplies and required travel, for the Dr.PH/Public Health Laboratory Science and Practice degree.

No County general funds are required nor will be utilized for the program. Participation in the program will be done on the employee’s personal time.

| Board Resolution Required? | Yes |
| Deputy County Counsel Name: | |
Describe the content of the image as a table:

<table>
<thead>
<tr>
<th><strong>Recommended Action/Special Instructions</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorize the Health Care Agency Director, or designee, to submit the application for CAPHLD Lab Aspire Assistant Director Fellowship.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Department Contact:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Megan Crumpler, 714-834-8379</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Name of the individual attending the Board Meeting:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lilly Simmering</td>
</tr>
</tbody>
</table>

(Please list the Deputy County Counsel that approved the Resolution)

(Please specify below)
<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>April 27, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Community Resources</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>FY 2020-21 Annual Grants Matrix</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>See attached Grants Matrix</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$206,029,915</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>See attached Grants Matrix</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☐ Recurrent ☐ Other ☒ Explain: See Attached</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>OC Community Resources’ Grants Matrix for FY 2019-20 was approved by the Board of Supervisors on April 23, 2019.</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☐ Other Type ☒ Explain: See attached Grants Matrix</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☐ Amount _____ or _____ % No ☒</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>See attached Grants Matrix</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>See attached Grants Matrix</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
<tr>
<td></td>
<td>See attached Grants Matrix for specific grant-related information.</td>
</tr>
<tr>
<td>Board Resolution Required?</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>Deputy County Counsel Name:</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
</tr>
<tr>
<td>Authorize the OC Community Resources Director or designee to apply for the grants listed on the attached Grants Matrix and return to the Board to receive funds, if awarded.</td>
<td></td>
</tr>
<tr>
<td>Department Contact :</td>
<td>Alex Redd, OC Community Resources, (714) 480-2775, <a href="mailto:Alexander.Redd@occr.ocgov.com">Alexander.Redd@occr.ocgov.com</a></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>Dylan Wright, Director, OC Community Resources</td>
</tr>
<tr>
<td>#</td>
<td>Name of Grant</td>
</tr>
<tr>
<td>----</td>
<td>----------------------------</td>
</tr>
<tr>
<td>1</td>
<td>A Month of Big Sundays</td>
</tr>
<tr>
<td>2</td>
<td>Innovation Grant</td>
</tr>
<tr>
<td>3</td>
<td>Holiday Wishes Grant</td>
</tr>
<tr>
<td>4</td>
<td>Adoption Grant Weekend</td>
</tr>
<tr>
<td>5</td>
<td>Innovation Showdown</td>
</tr>
<tr>
<td>6</td>
<td>Rachael Ray Save Them All Grant</td>
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<td>#</td>
<td>Name of Grant</td>
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<tr>
<td>7</td>
<td>Emergency and Disaster Grant</td>
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<tr>
<td>8</td>
<td>ASPCA Anti-Cruelty Grants</td>
</tr>
<tr>
<td>9</td>
<td>Scholarships and Sponsorships</td>
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## Summary of Anticipated Grant Applications for FY 2020-21

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<tbody>
<tr>
<td>10</td>
<td>Preserving Families</td>
<td>Varies</td>
<td>Petsmart</td>
<td>April</td>
<td>No match required</td>
<td>No new positions</td>
<td>This grant will support programs that facilitate interventions for people and their pets at the point of imminent relinquishment or separation. The intervention takes place at a pivotal point of transition for the human, that will risk the bond between human and animal. The interventions have an identifiable time frame, such as short-term sheltering, may be co-located with a pet or human service agency, and provide a temporary service.</td>
<td>No</td>
</tr>
<tr>
<td>11</td>
<td>Improving Access To Veterinary Care</td>
<td>Varies</td>
<td>Petsmart</td>
<td>July - August</td>
<td>No match required</td>
<td>No new positions</td>
<td>This grant will support programs that increase health opportunities for under-resourced pets and their people by facilitating the delivery of accessible basic veterinary care.</td>
<td>No</td>
</tr>
<tr>
<td>12</td>
<td>Emergency Relief</td>
<td>Varies</td>
<td>Petsmart</td>
<td>As Needed</td>
<td>No match required</td>
<td>No new positions</td>
<td>In case of an emergency, funds are available to assist during the direct rescue, relief, and/or recovery stages for qualifying organizations seeking to assist companion pets impacted by the disaster.</td>
<td>No</td>
</tr>
<tr>
<td>13</td>
<td>Adoptions</td>
<td>Varies per number of animals adopted</td>
<td>Petsmart</td>
<td>Ongoing</td>
<td>No match required</td>
<td>No new positions</td>
<td>Connects more people &amp; pets than ever before by taking part in PetSmart Charities’ signature adoption events.</td>
<td>No</td>
</tr>
<tr>
<td>14</td>
<td>Operation Grants</td>
<td>$1,000</td>
<td>Pedigree Foundation</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>For general operating or other expenses that help increase dog adoption rates.</td>
<td>No</td>
</tr>
<tr>
<td>15</td>
<td>Program Development Grants</td>
<td>5,000-10,000</td>
<td>Pedigree Foundation</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>For activities that expand operational capability to increase dog adoption rates.</td>
<td>No</td>
</tr>
<tr>
<td>16</td>
<td>Dogs Rule Grant</td>
<td>$50,000 a year for 2 years</td>
<td>Pedigree Foundation</td>
<td>February - April</td>
<td>No match required</td>
<td>No new positions</td>
<td>For an innovative initiative that could be a best practice model to increase dog adoption rates.</td>
<td>No</td>
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**HOUSING AND COMMUNITY DEVELOPMENT**

Housing and Community Development
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<tr>
<td>17</td>
<td>CalHome Program General Funding Notice of Funding Availability</td>
<td>$1,000,000</td>
<td>State Department of Housing and Community Development</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>CalHome funds will be utilized in conjunction with OC Community Resources Mortgage Assistance Program (MAP) and Neighborhood Preservation Program (NPP). The CalHome First-time Homebuyer Mortgage Assistance funds will be used pursuant to Board approved MAP guidelines to provide mortgage assistance in the form of a soft second loan to assist qualified low-income, first-time homebuyers in purchasing a home. The CalHome Owner-Occupied Rehabilitation funds will be used pursuant to Board approved NPP guidelines to assist qualified low-income homeowners with compliance of current health and safety standards, housing quality standards and/or local building codes.</td>
<td>No</td>
</tr>
<tr>
<td>18</td>
<td>Housing-Related Parks (HRP) Program</td>
<td>$1,500,000</td>
<td>State Housing and Community Development Department</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>The HRP Program is an innovative program designed to reward local governments that approve housing for lower-income households and are in compliance with state housing element law with grant funds to create or rehabilitate parks. The HRP Program was funded through Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006, Health and Safety Code Section 53545, subdivision (d) and originally established pursuant to Chapter 641, Statutes of 2008 (AB 2494, Caballero), at Chapter 8 of Part 2 of Division 31 of the Health and Safety Code (commencing with Section 50700) and subsequently amended pursuant to Chapter 779, Statutes 2012 (AB 1672, Torres).</td>
<td>No</td>
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<tr>
<td>19</td>
<td>Jackson Aisle Shelter Plus Care Project-Based Rental Assistance 2020 Renewal Project</td>
<td>$518,679</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>25% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
<td>No</td>
</tr>
<tr>
<td>20</td>
<td>Consolidated #1 Shelter Plus Care Tenant-Based Rental Assistance 2020 Renewal Project</td>
<td>$4,541,324</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>25% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
<td>No</td>
</tr>
<tr>
<td>21</td>
<td>Consolidated #2 Continuum of Care Tenant-Based Rental Assistance 2020 Renewal Project</td>
<td>$1,966,610</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>25% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
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## FY 2020-21 Annual Grants Table

### Summary of Anticipated Grant Applications for FY 2020-21

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<tr>
<td>22</td>
<td>Consolidated #3 Continuum of Care Tenant Based Rental Assistance 2020 Renewal Project</td>
<td>$3,000,936</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>25% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
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<tr>
<td>23</td>
<td>Consolidated #4 Continuum of Care Tenant Based Rental Assistance 2020 Renewal Project</td>
<td>$2,342,130</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>25% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
<td>No</td>
</tr>
<tr>
<td>24</td>
<td>Family Self-Sufficiency (FSS) Coordinators</td>
<td>$333,336</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>Renewal funding supports existing positions (Housing Specialists), that provide case management for Housing Choice Voucher program participant households to access services.</td>
<td>No</td>
</tr>
<tr>
<td>25</td>
<td>Family Unification Program (FUP) and/or other Youth Programs Housing Choice Vouchers</td>
<td>$1,669,800</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>One new full-time staff, if new funding is awarded.</td>
<td>Should HUD issue a NOFA(s) or otherwise notify OCHA of funding availability, OCHA and its partner, the Orange County Social Services Agency, will apply for up to 100 FUP vouchers to expand the current program. FUP provides tenant-based rental assistance for families for whom the lack of adequate housing is a primary factor in the separation (or imminent separation) of children from their families.</td>
<td>No</td>
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<tr>
<td>#</td>
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<tr>
<td>26</td>
<td>Veterans Affairs Supportive Housing (VASH)</td>
<td>$3,339,600</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>Up to two new full-time staff, if new funding awarded.</td>
<td>Should HUD issue a NOFA(s) or otherwise notify OCHA of funding availability, OCHA and its partner, the Veterans Affairs Medical Center, Long Beach, will apply for up to 200 VASH program vouchers to expand the current program. VASH provides tenant-based rental assistance for homeless veterans.</td>
<td>No</td>
</tr>
<tr>
<td>27</td>
<td>Project-Based Vouchers for any rental assistance programs</td>
<td>$2,504,700</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>Up to two new full-time staff, if new funding awarded.</td>
<td>Should HUD issue a NOFA(s) or otherwise notify OCHA of funding availability, OCHA will apply for up to 150 Project-Based vouchers to expand affordable housing. Project-Based vouchers can be committed to housing projects being rehabilitated or to be newly constructed.</td>
<td>No</td>
</tr>
<tr>
<td>28</td>
<td>Mainstream Voucher Program</td>
<td>$3,339,600</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>One new full-time staff, if new funding awarded.</td>
<td>Should HUD issue a Notice of Funding Availability or otherwise notify OCHA of funding availability, OCHA will apply for up to 200 Mainstream vouchers to expand the current program. Mainstream vouchers provide tenant-based rental assistance for non-elderly, disabled households. OCHA may utilize the funds to assist households currently on the waiting list and/or to serve households referred by the Coordinated Entry System.</td>
<td>No</td>
</tr>
<tr>
<td>29</td>
<td>Disaster Housing Assistance Program (DHAP)</td>
<td>$1,669,800</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>One new full-time staff, if new funding awarded.</td>
<td>In the event of a national disaster, should HUD offer funding to provide rental assistance for displaced households, OCHA will apply for up to 100 DHAP vouchers.</td>
<td>No</td>
</tr>
<tr>
<td>30</td>
<td>Tenant Protection/Enhanced Housing Choice Vouchers</td>
<td>As determined by funding source, dependent upon the size and scale of the project.</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>Up to two new full-time staff, if new funding awarded.</td>
<td>Should HUD offer funding to provide rental assistance for households at risk of being displaced from a federally funded housing project, OCHA will apply for vouchers to provide subject households continued rental assistance via special admission.</td>
<td>No</td>
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</tbody>
</table>
## AGENCY/DEPARTMENT: OC Community Resources

### FY 2020-21 Annual Grants Table

#### Summary of Anticipated Grant Applications for FY 2020-21

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<tbody>
<tr>
<td>31</td>
<td>Any Housing Choice Voucher funding or similar rental assistance opportunity targeted to serve homeless and/or disabled persons</td>
<td>$2,504,700</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>Up to two new full-time staff, if new funding is awarded.</td>
<td>In the event HUD issues a NOFA, or otherwise notifies OCHA of funding availability for housing choice vouchers or other similar rental assistance programs to serve homeless persons and/or persons with disabilities, OCHA will apply for funding to provide rental assistance for up to 150 households. OCHA works in collaboration with the Continuum of Care and supportive services providers to identify and select target populations for assistance.</td>
<td>No</td>
</tr>
<tr>
<td>32</td>
<td>Any Housing Choice Voucher funding or similar rental assistance opportunity targeted to serve veterans and or elderly households.</td>
<td>$2,504,700</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>Up to two new full-time staff, if new funding is awarded.</td>
<td>In the event HUD issues a NOFA, or otherwise notifies OCHA of funding availability for housing choice vouchers or other similar rental assistance programs to serve veterans and/or persons who are elderly, OCHA will apply for funding to provide rental assistance for up to 150 households. OCHA works in collaboration with the Continuum of Care and supportive services providers to identify and select target populations for assistance.</td>
<td>No</td>
</tr>
<tr>
<td>33</td>
<td>Any opportunity to participate in initiatives, studies, evaluations, and/or expansions of rental assistance programs (such as the Moving to Work Program) that OCHA administers</td>
<td>As determined by size and scale of the perspective opportunity.</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>In the event HUD invites Public Housing Agencies to participate in initiatives, studies, evaluations, and/or expansions of rental assistance programs, which may include flexibility in uses of funding, OCHA is requesting advance approval to apply, as invitations generally have a very short period of time, in which to respond.</td>
<td>No</td>
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</tbody>
</table>

### OC COMMUNITY SERVICES

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<tr>
<td>34</td>
<td>WIOA Subgrant Agreement</td>
<td>$15,000,000</td>
<td>State of California, Employment Development Department (EDD); Governor's Discretionary;</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>State of California, EDD funds projects that meet the workforce development needs of businesses and job seekers in a local area or region. To include prior year WIOA subgrant awards that carryforward</td>
<td>No</td>
</tr>
<tr>
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<tr>
<td>35</td>
<td>Reintegration of Adult and Youthful Offenders - Planning and Implementation Grants</td>
<td>$5,000,000</td>
<td>U.S. Department of Labor – Employment &amp; Training Administration; State of California, Employment Development Department (EDD); Governor's Discretionary; Department of Health and Human Services; Department of Justice Other State and Federal Departments as available</td>
<td>Varies</td>
<td>May include a 50% match ($2,500,000) match may include various sources such as donated in-kind services, goods or cash; and/or state and federal funds it varies by solicitation</td>
<td>No new positions</td>
<td>Funds projects to assist with the reintegration of adult and youthful offenders. These grants will be awarded through a competitive process for categories of projects for example: (1) Registered Apprenticeship (to increase the placement of young adults being released from the criminal justice system in registered apprenticeship); (2) Alternative Educational Pathways (to increase the educational achievement and attainment of youth in the juvenile justice system); and (3) Project Expansion (to replicate effective programs for serving juvenile offenders). Projects will be designed to respond to the solicitation.</td>
<td>No</td>
</tr>
<tr>
<td>36</td>
<td>U.S. Department of Labor Discretionary Grants</td>
<td>$7,000,000</td>
<td>U.S. Department of Labor</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>The U.S. Department of Labor funds various employment and training projects that focus on growth industries, industries with a national need and special populations prioritized by the Federal government. Participants’ success may be tracked by performance measurements such as Entered Employment Rate; Retention Rate; Earnings Change; Credential/Diploma Rate; and Literacy/Numeracy Gains.</td>
<td>No</td>
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<tr>
<td>37</td>
<td>Federal and State Discretionary Grants</td>
<td>$7,000,000</td>
<td>Federal and State</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Funds various employment and training projects that focus on growth industries, industries with a Statewide need and special populations prioritized by the State. Includes specialized Business Services and Sector Initiatives. Assists in implementing the State Local and Regional Plans. Regional Implementation and Regional Training Coordination activities.</td>
<td>No</td>
</tr>
<tr>
<td>38</td>
<td>Community-Based Job Training Grants (CBJTGs)</td>
<td>$3,000,000</td>
<td>U.S. Department of Labor</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>CBJTGs are designed to support workforce training for high-growth/high-demand industries through the national system of community and technical colleges. The primary purposes of these grants are to build the capacity of community colleges to provide training and to train workers to develop the skills required to succeed in local or regional industries and occupations that are expected to experience high-growth and industries where demand for qualified workers is outstripping the supply.</td>
<td>No</td>
</tr>
<tr>
<td>39</td>
<td>National Emergency Grant</td>
<td>$40,000,000</td>
<td>U.S. Department of Labor – ETA and State of California, EDD</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>U.S. Department of Labor - ETA Funds projects that temporarily expand service capacity at the local levels through time-limited funding assistance in response to significant dislocation events. Significant events are those that create a sudden need for assistance that cannot reasonably be expected to be accommodated within the ongoing operations including the discretionary resources reserved at the State level.</td>
<td>No</td>
</tr>
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<tr>
<td>40</td>
<td>Adult/Dislocated Worker Additional Assistance Projects</td>
<td>$3,000,000</td>
<td>U.S. Department of Labor - ETA and State of California, EDD, Other State and Federal Departments as available</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>The California Department of Labor anticipates that project applications will be in response to the occurrence of “dislocation events” - specific employer layoffs or disasters that change the local economic conditions and increase unemployment. Sector Initiatives and other Business Related Services and Training.</td>
<td>No</td>
</tr>
<tr>
<td>41</td>
<td>Industry-Driven Regional Collaborative</td>
<td>$7,000,000</td>
<td>California Community College Chancellor's Office, U.S. Department of Labor, the State of California, EDD, Other State and Federal Departments as available</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding source</td>
<td>No new positions</td>
<td>Activities that provide specialized training, business initiatives and or regional collaborative projects. Also projects that fulfill the goals of the Regional and Local State Plan.</td>
<td>No</td>
</tr>
<tr>
<td>42</td>
<td>Rapid Response/ Layoff Aversion – Special Project</td>
<td>$1,000,000</td>
<td>State of California, EDD; U.S. Department of Labor</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Project specific outcomes will include those that result in workforce innovations, layoff aversions, small business services and/or regional impacts. Also projects that fulfill the goals of the Regional and Local State Plan.</td>
<td>No</td>
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<td>43</td>
<td>High Growth Job Training Initiative Grants</td>
<td>$2,000,000</td>
<td>U.S. Department of Labor Other State and Federal Departments as available</td>
<td>Varies</td>
<td>at least 50% match ($1,000,000) match may include various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Effort to prepare workers for new and increasing job opportunities in high growth, high-demand and economically vital industries and sectors of the economy.</td>
<td>No</td>
</tr>
<tr>
<td>44</td>
<td>Veterans Employment-Related Assistance Program</td>
<td>$5,000,000</td>
<td>U.S. Department of Labor and State of California, EDD; Department of Veterans Affairs, Other State, Federal Departments and nonprofit initiatives as available</td>
<td>Varies</td>
<td>may include a 50% match ($2,500,000) from various sources such as donated in-kind services, goods or cash; and/or State and Federal funds</td>
<td>No new positions</td>
<td>Veterans projects that will assist veterans who have significant barriers to obtain meaningful employment through the provision of employment and training services. Also targeted industry sectors that work with Veterans.</td>
<td>No</td>
</tr>
<tr>
<td>45</td>
<td>Youth Build</td>
<td>$10,000,000</td>
<td>U.S. Department of Labor – Employment &amp; Training Administration</td>
<td>Varies</td>
<td>at least 50% match ($2,500,000) match may include various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Youth Build grants will be used to carry out a Youth Build program with the following core objectives: to provide disadvantaged youth with opportunities for meaningful work and service to their communities; to foster the development of employment among youth in low income communities; and to expand the supply of permanent affordable housing for homeless individuals and low-income families by utilizing the energies and talents of disadvantaged youth.</td>
<td>No</td>
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<td>46</td>
<td>Gang Reduction Intervention Programs</td>
<td>$5,000,000</td>
<td>U.S Department of Labor and State of California, EDD; Department of Justice, Other State and Federal Departments as available</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Initiates grants for the provision of gang prevention, intervention, reentry, education, job training and skills development and family and community services.</td>
<td>No</td>
</tr>
<tr>
<td>47</td>
<td>Economic Development Assistance</td>
<td>$1,000,000</td>
<td>U.S. Department of Commerce - Economic Development Administration (EDA), Other State and Federal Departments as available</td>
<td>Varies</td>
<td>100% match ($1,000,000) match may include various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>The U.S. Department of Commerce - EDA promotes innovation and competitiveness for economic growth and success in the worldwide economy through strategic investments in economically distressed areas of the United States by fostering job creation and attracting private investment. EDA will make construction, non-construction and revolving loan fund investments under the Public Works and Economic Adjustment Assistance Programs. Grants received under the EDA will support the implementation of regional economic development strategies designed to create jobs, leverage private capital and encourage economic development. Potentials for extra-help positions may exist.</td>
<td>No</td>
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AGENCY/DEPARTMENT: OC Community Resources  
FY 2020-21 Annual Grants Table

<table>
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<tr>
<th>#</th>
<th>Name of Grant</th>
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<tr>
<td>48</td>
<td>Training Fund for Incumbent Workers</td>
<td>$2,000,000</td>
<td>California Community College Chancellor’s Office, U.S. Department of Labor and State of California, EDD, Other State and Federal Departments as available</td>
<td>Varies</td>
<td>at least 25% match ($250,000) match may include various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>Initiatives provide training for incumbent workers in high growth/high wage technical positions in sectors important to California’s economy.</td>
<td>No</td>
</tr>
<tr>
<td>49</td>
<td>Discretionary Partner Submissions</td>
<td>$10,000,000</td>
<td>U.S. Department of Labor, State of California, EDD, U.S. Department of Housing &amp; Urban Development, Health Human Services, Department of Education, Department of Justice, Department of Energy, CA GoBIZ, Other State and Federal Departments as available</td>
<td>Varies</td>
<td>Varies (match may include various sources such as donated in-kind services, goods or cash; and/or other funding sources)</td>
<td>No new positions</td>
<td>The OC Workforce Development Board partners with other entities to increase employment, occupational skill attainment, retention and earnings of participants. As a result, these efforts improve the quality of the workforce, reduce welfare dependency and enhance the productivity and competitiveness of participants. Projects provide a public workforce system designed to help employers find workers, help jobseekers find employment and train individuals for jobs in demand. Funding provides services to adults, youth, dislocated workers and businesses.</td>
<td>No</td>
</tr>
<tr>
<td>50</td>
<td>Workforce Investment and Opportunity Act - Incentive Awards</td>
<td>$350,000</td>
<td>State of California, EDD</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>State of California, EDD funds projects that meet the workforce development needs of businesses and job seekers in a local area or region.</td>
<td>No</td>
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<tr>
<td>51</td>
<td>Disability Program Navigator Grant</td>
<td>$250,000</td>
<td>Department of Education, California Community College Chancellor's, EDD</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions</td>
<td>The Navigator is responsible to assist persons with disabilities access and navigate through the complex provisions of various programs that impact their ability to gain, return or retain employment.</td>
<td>No</td>
</tr>
<tr>
<td>52</td>
<td>Regional Planning Initiatives / Slingshot Type Initiatives</td>
<td>$2,000,000</td>
<td>State of California, EDD; California Workforce Development Board, CWDB</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>SlingShot type grants seek to seed collaborative efforts by workforce, economic development and education stakeholders within a region to identify and then work to solve employment challenges that slow California's economic engine with regionally-selected solutions to regionally-defined problems. Assists in implementing the State Local and Regional Plans.</td>
<td>No</td>
</tr>
<tr>
<td>53</td>
<td>General Workforce Development focused grants</td>
<td>$1,000,000</td>
<td>Varies</td>
<td>Varies</td>
<td>May depend on funding</td>
<td>May depend on funding</td>
<td>Funding opportunities that will benefit workforce development activates for businesses, adult job seekers, dislocated worker and young adults.</td>
<td>No</td>
</tr>
<tr>
<td>54</td>
<td>General Veterans focused grants</td>
<td>$1,000,000</td>
<td>Varies</td>
<td>Varies</td>
<td>May depend on funding</td>
<td>May depend on funding</td>
<td>Funding opportunities that will be benefit veterans and their dependents.</td>
<td>No</td>
</tr>
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## Summary of Anticipated Grant Applications for FY 2020-21

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<tr>
<td>55</td>
<td>Mental Health Services Act (MSHA) Proposition 63 Grant</td>
<td>$50,000</td>
<td>California Department of Veterans Affairs (CalVet)</td>
<td>Varies</td>
<td>No</td>
<td>No new positions</td>
<td>Orange County Veterans Service Office At Risk Veterans Free Legal Clinics: Veterans Service Office (OCVSO) will host a monthly free legal clinic. Through an MOU with Veterans Legal Institute (VLI), we will focus on homeless and/or low income clients whose access to or maintenance of mental health treatment requires direct intervention of legal aid. Participants will be identified and engaged during intake interview and/or referrals. We expect service members, family advocates or collaborating agency referrals requesting legal assistance for mental health issues. Staff with military experience from both agencies will recognize mental health support needs while tending each client and/or family. VLI will provide free legal aid for the clinic and accept all legal referrals. VLI will provide free legal services for civilian and military legal matters.</td>
<td>No</td>
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<tr>
<td>56</td>
<td>Mental Health Services Act (MHSA)</td>
<td>$200,000</td>
<td>State of California</td>
<td>Varies</td>
<td>No</td>
<td>Part-time Position</td>
<td>OC4Vets: MHSA identifies veterans as a priority group for funding. Service members experience intense emotions, including those associated with notice of deployment, reactions during training, anticipation of operations, witnessing disturbing images, death of comrades, sometimes terrifying conditions during operations, and emotions upon returning home. The failure to regulate emotional responses can lead to poor long-term performances and health declines, as well as disruptions to social function. Veterans need a single point of contact to learn about resources available to them. The purpose of OC4Vets/VSO collaboration was to co-locate services and referral networks of these veterans to facilitate their ability to obtain the resources needed to make a smooth transition back to civilian life.</td>
<td>No</td>
</tr>
<tr>
<td>57</td>
<td>General senior service focused grants</td>
<td>$1,000,000</td>
<td>Varies</td>
<td>Varies</td>
<td>May depend on funding</td>
<td>May depend on funding</td>
<td>Funding opportunities that will be benefit older adults, family caregivers, or persons with disabilities.</td>
<td>No</td>
</tr>
<tr>
<td>58</td>
<td>Area Plan</td>
<td>$16,000,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds (estimated April - June)</td>
<td>10.53% (Direct) 25% (Admin)</td>
<td>No new positions</td>
<td>Annual funding to support Older Americans Act programs and services to help older adults to remain independent and avoid premature institutionalization.</td>
<td>No</td>
</tr>
<tr>
<td>59</td>
<td>Title V Senior Community Service Employment Program (SCSEP)</td>
<td>$900,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds (estimated April - June)</td>
<td>Approximately 11%</td>
<td>No new positions</td>
<td>Annual funding to provide part-time employment opportunities for low-income persons 55 years of age or older by updating their skills and work experience to find unsubsidized employment.</td>
<td>No</td>
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<tr>
<td>60</td>
<td>Medicare Improvements for Patients &amp; Providers Act (MIPPA)</td>
<td>$200,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds</td>
<td>No match required</td>
<td>No new positions</td>
<td>Annual funding for outreach to identify and help to enroll new and unreached low income Medicare beneficiaries (older adults and individuals with disabilities) into the Medicare Part D Low Income Subsidy Program, Medicare Savings Programs, and support outreach aimed at promoting wellness benefits and preventive services.</td>
<td>No</td>
</tr>
<tr>
<td>61</td>
<td>Health Insurance Counseling and Advocacy Program (HICAP)</td>
<td>$650,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds</td>
<td>No match required</td>
<td>No new positions</td>
<td>Annual funding to provide free, confidential counseling and community education about Medicare, private health insurance, and related health care coverage plans for Medicare beneficiaries, their representatives, and people who will soon be eligible for Medicare.</td>
<td>No</td>
</tr>
<tr>
<td>62</td>
<td>Financial Alignment</td>
<td>$50,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds</td>
<td>No match required</td>
<td>No new positions</td>
<td>Annual funding to provide Health Insurance Counseling and Advocacy Program (HICAP) outreach, education, and counseling to individuals eligible for both Medicare and Medi-Cal (dual eligible beneficiaries) about their options and choices under California’s CalMediConnect Program.</td>
<td>No</td>
</tr>
<tr>
<td>68</td>
<td>CalFresh Expansion</td>
<td>$100,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds</td>
<td>No match required</td>
<td>No new positions</td>
<td>Funding to provide outreach, pre-screening, and application assistance to seniors currently on SSA who will be newly eligible for CalFresh.</td>
<td>No</td>
</tr>
<tr>
<td>69</td>
<td>Aging and Disability Resource Center</td>
<td>$375,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds</td>
<td>No match required</td>
<td>No new positions</td>
<td>The purpose of the Aging and Disability Resource Center (ADRC) OC is to further the seamless integration of house and community-based services across the continuum and empower individuals to make informed choices about long-term services and supports through the development of a consumer-centered, coordinated entry point into the long-term support system.</td>
<td>No</td>
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<td>70</td>
<td>Dignity at Home Fall Prevention</td>
<td>$150,000</td>
<td>California Department of Aging</td>
<td>30 days after the notification of funds</td>
<td>No match required</td>
<td>No new positions</td>
<td>Funding to provide in-home environmental assessments, training and information on behavioral, physical and environmental aspects of falls and injury prevention, and cover labor and material costs for minor home modifications for older adults age 60 and older and those with disabilities to help them remain independent and avoid premature institutionalization.</td>
<td>No</td>
</tr>
<tr>
<td>71</td>
<td>FEMA Hazard Mitigation Grant Program</td>
<td>$5,000,000</td>
<td>Federal Emergency Management Agency (FEMA)</td>
<td>TBD</td>
<td>25%</td>
<td>No new positions</td>
<td>FEMA Hazard Mitigation Grant funds would be used for the planning and implementation of hazard mitigation projects within OC Parks facilities. Eligible projects will be determined based on priorities set by FEMA as funds are released. These funds become available following the declaration of a national disaster.</td>
<td>Yes</td>
</tr>
<tr>
<td>72</td>
<td>Proposition 1 Urban Greening</td>
<td>$1,900,000</td>
<td>CA Natural Resources Agency (CNRA)</td>
<td>Summer 2020</td>
<td>Not required, but encouraged</td>
<td>No new positions</td>
<td>Urban Greening grant funds would be used for projects that reduce GHG emissions and provide multiple additional benefits, including, but not limited to, a decrease in air and water pollution or a reduction in the consumption of natural resources and energy. OC Parks has an increased need for greening projects due to damage from wildfires and ongoing pest related tree loss.</td>
<td>Yes</td>
</tr>
<tr>
<td>73</td>
<td>Public Beach Restoration Grant</td>
<td>up to $6.5 million</td>
<td>CA Department of Boating and Waterways (DBW)</td>
<td>Dec. 2020 to Feb. 2021</td>
<td>Dollar to dollar</td>
<td>No new positions</td>
<td>DBW Shoreline Erosion Control Program funds will be sought to assist in the planning and construction of beach erosion control and shoreline stabilization measures at Capistrano Beach and other OCParks coastal facilities as appropriate.</td>
<td>Yes</td>
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<td>74</td>
<td>CCHE Museum Grant</td>
<td>$250,000</td>
<td>CA Natural Resources Agency(CNRA) CA Cultural and Historical Endowment (CCHE)</td>
<td>Summer 2020</td>
<td>20% minimum but more is encouraged</td>
<td>No new positions</td>
<td>CA Museum Grant funds would be use to fund projects within the OC Historic Parks section to preserve, interpret, and enhance understanding and appreciation of Orange Counties role in California’s cultural, social, and economic evolution. Projects would include historic structure restoration, paleontological and archeological programing, and/or collections management.</td>
<td>Yes</td>
</tr>
<tr>
<td>75</td>
<td>Habitat Conservation Fund (HCF)</td>
<td>$250,000</td>
<td>CA Department of Parks and Recreation, Office of Grants and Local Services (OGALS)</td>
<td>Fall 2020</td>
<td>Dollar to dollar</td>
<td>No new positions</td>
<td>HCF grant funds would be used to fund projects that protect fish, wildlife, and native plant resources; to acquire or develop wildlife corridors and trails; and/or to provide for interpretative and other programs which bring urban residents into OC Parks facilities.</td>
<td>Yes</td>
</tr>
<tr>
<td>76</td>
<td>Recreational Trails and Greenways</td>
<td>Up to $4 million</td>
<td>CA Natural Resources Agency (CNRA)</td>
<td>Fall 2020</td>
<td>$0</td>
<td>No new positions</td>
<td>Recreational Trails grant funds would be used to create non-motorized recreational infrastructure within OC Parks facilities. Projects would include development and enhancements that promote new or alternate access to parks, waterways and outdoor recreational opportunities that encourage connection with nature.</td>
<td>Yes</td>
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<tr>
<td>73</td>
<td>Active Transportation Program (ATP)</td>
<td>Up to $10,000,000</td>
<td>California Transportation Commission (Caltrans)</td>
<td>TBD</td>
<td>Not required, but encouraged</td>
<td>No new positions</td>
<td>ATP funds would be used for county trails projects that increase the proportion of trips accomplished by biking and walking through the creation of new trails. Priority will go to projects that close gaps in the regional trail systems as well as meet Caltrans objectives to increase the safety and mobility of non-motorized users and advance efforts to reduce greenhouse gases.</td>
<td>Yes</td>
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<tr>
<td>74</td>
<td>Save America’s Treasures (SAT)</td>
<td>$500,000</td>
<td>National Park Service</td>
<td>TBD</td>
<td>50%</td>
<td>No new positions</td>
<td>If awarded, SAT funds will be used to create up to date facilities to process, store and exhibit the county’s archaeological and paleontological collections that are currently under OC Parks care.</td>
<td>Yes</td>
</tr>
<tr>
<td>75</td>
<td>Land and Water Conservation Fund (LWCF)</td>
<td>$3,000,000</td>
<td>California State Parks-OGALS</td>
<td>TBD</td>
<td>50%</td>
<td>No new positions</td>
<td>LWCF funds will be sought to fund OC Parks acquisition and/or development projects that offer new or improved outdoor recreational opportunities within the County of Orange. OC Parks will pursue this grant to renovate existing or create new outdoor facilities within existing parks.</td>
<td>Yes</td>
</tr>
<tr>
<td>76</td>
<td>California Library Literacy &amp; English Acquisition Services Program (CLLS)</td>
<td>$90,000</td>
<td>California State Library</td>
<td>Varies</td>
<td>No match required; however, per capita funds awarded only when there are local agency matching funds</td>
<td>No new positions</td>
<td>The California State Library under the provisions of the California Library Services Act, provides funds to support existing Adult Literacy Programs through California Library Literacy Services grants. Under this program, services will be provided by READ/Orange County, the literacy services provider of OC Public Libraries. READ/Orange County provides services to the residents of Orange County to increase basic reading, writing and speaking skills, thereby creating a more literate community, higher employability and greater access to higher education.</td>
<td>No</td>
</tr>
<tr>
<td>77</td>
<td>California Library Families for Literacy</td>
<td>Varies</td>
<td>California State Library</td>
<td>Varies</td>
<td>No Match Required</td>
<td>No new positions</td>
<td>The California State Library under the provisions of the California Library Services Act, provides funds to support Families for Literacy. This award helps adults develop confidence and skills to support their children's literacy. Grant funding is used to develop program opportunities and services for families to address the intergenerational illiteracy rates.</td>
<td>No</td>
</tr>
</tbody>
</table>
### Summary of Anticipated Grant Applications for FY 2020-21

<table>
<thead>
<tr>
<th>#</th>
<th>Name of Grant</th>
<th>Amount of Funding</th>
<th>Grantor</th>
<th>Application Due Date</th>
<th>County Match Required? ($ amount or %)</th>
<th>New Full or Part-time Positions</th>
<th>Project Name and Purpose of Grant</th>
<th>Does this Grant Require CEQA Findings?</th>
</tr>
</thead>
<tbody>
<tr>
<td>78</td>
<td>Library and Services Technology Act (LSTA)</td>
<td>Varies</td>
<td>Institute of Museum &amp; Library Services (Federal, passed through State Library)</td>
<td>Varies, multiple opportunities throughout year</td>
<td>No Match Required</td>
<td>No new positions</td>
<td>LSTA Grants are provided by the California State Library to assist libraries and library-related agencies develop programs and projects that enhance library service for all Californians. Funding is used to provide support for service improvements; to facilitate access to, and sharing of, resources and services between libraries and between libraries and partner institutions; and to achieve economical and effective delivery of services for the purpose of cultivating an educated and informed citizenry.</td>
<td>No</td>
</tr>
<tr>
<td>79</td>
<td>Institute of Museum &amp; Library Services (IMLS)</td>
<td>$200,000</td>
<td>Institute of Museum &amp; Library Services (Federal)</td>
<td>Varies, multiple opportunities each year</td>
<td>Each grant program has specific eligibility requirements</td>
<td>No new positions</td>
<td>The Institute of Museum and Library Services (IMLS) helps ensure that all Americans have access to museum, library, and information services. IMLS is an independent grantmaking agency and the primary source of federal support for the nation's approximately 123,000 libraries and 35,000 museums. The agency supports innovation, lifelong learning, and entrepreneurship, enabling museums and libraries to deliver services that make it possible for communities and individuals to thrive.</td>
<td>No</td>
</tr>
<tr>
<td>80</td>
<td>California Humanities Grants</td>
<td>$50,000</td>
<td>Cal Humanities</td>
<td>Varies, multiple opportunities each year</td>
<td>100% In-Kind Match</td>
<td>No new positions</td>
<td>California Humanities connects Californians to ideas and to one another in order to understand our shared heritage and diverse cultures, inspire civic participation and shape our future. Funding is used for programs and initiatives. As part of this funding, libraries may purchase library materials and program implementation.</td>
<td>No</td>
</tr>
<tr>
<td>#</td>
<td>Name of Grant</td>
<td>Amount of Funding</td>
<td>Grantor</td>
<td>Application Due Date</td>
<td>County Match Required? ($ amount or %)</td>
<td>New Full or Part-time Positions</td>
<td>Project Name and Purpose of Grant</td>
<td>Does this Grant Require CEQA Findings?</td>
</tr>
<tr>
<td>----</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------------</td>
<td>------------------------------------------------------------------------</td>
<td>----------------------</td>
<td>----------------------------------------</td>
<td>-------------------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>81</td>
<td>Multiple: Library and Services Technology Act (LSTA), Career Online High School (COHS), CopyCat Grants, Maximizing Learning Speace, Lunch @ the Library, and Dia de los Ninos.</td>
<td>$200,000</td>
<td>California State Library-administers federal and state funding programs related to library development and cooperation, and civil liberties public education.</td>
<td>Varies, multiple opportunities each year</td>
<td>Recurring</td>
<td>No match required</td>
<td>The National Medal honors outstanding institutions that make significant and exceptional contributions to their communities. Selected institutions demonstrate extraordinary and innovative approaches to public service and exceed the expected levels of community outreach. These organizations have established themselves as community anchor institutions.</td>
<td>No</td>
</tr>
<tr>
<td>82</td>
<td>National Medals for Museum and Library Service</td>
<td>$10,000</td>
<td>Institute of Museum &amp; Library Services</td>
<td>October 2020</td>
<td>No Match Required</td>
<td>No new positions</td>
<td>The National Medal honors outstanding institutions that make significant and exceptional contributions to their communities. Selected institutions demonstrate extraordinary and innovative approaches to public service and exceed the expected levels of community outreach. These organizations have established themselves as community anchor institutions.</td>
<td>No</td>
</tr>
<tr>
<td>83</td>
<td>National Endowment for the Arts</td>
<td>$20,000</td>
<td>National Endowment for the Arts (NEA)</td>
<td>Varies</td>
<td>100% In-Kind Match</td>
<td>No new positions</td>
<td>An independent federal agency whose funding and support gives Americans the opportunity to participate in the arts, exercise their imaginations, and develop their creative capacities. The NEA supports arts learning, affirms and celebrates America's rich and diverse cultural heritage, and extends its work to promote equal access to the arts in every community.</td>
<td>No</td>
</tr>
</tbody>
</table>
## GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th>Today's Date:</th>
<th>April 24, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>Sheriff-Coroner Department</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Paul Coverdell Forensic Science Improvement Grants Program – Formula Grant</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>U.S. Department of Justice, Office of Justice Programs, and National Institute of Justice</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$123,284</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>June 19, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td></td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td></td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td></td>
</tr>
</tbody>
</table>

### Is this an Authorized Retroactive Grant Application/Award? 
- No

### Recurrence of Grant
- New ☐
- Recurrent ☑
- Other ☐

#### Year | Amount | Purpose
--- | --- | ---
2015 | $68,000 | Purchased a shoeprint GLScan imaging system
2016 | $75,000 | Purchased a nitrogen gas delivery system
2017 | $74,264 | Funded overtime hours for forensic scientists to perform controlled substance and firearms analysis and crime scene investigation report writing
2018 | $123,284 | Fund the purchase of instrumentation to be used for forensic analysis to replace outdated equipment and to continue to reduce backlog
2019 | $123,284 | Fund the purchase of instrumentation to be used for forensic analysis to replace outdated equipment and to continue to reduce backlog

### Does this grant require CEQA findings? 
- Yes ☐
- No ☑

### What Type of Grant is this? 
- Competitive ☐
- Other Type ☐

### County Match? 
- Yes ☐
- Amount ______ or ______ %
- No ☑

---

@CEO-Legislative Affairs Office

Grant Authorization e-Form

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<table>
<thead>
<tr>
<th>How will the County Match be Fulfilled?</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please include the specific budget)</td>
</tr>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Will the grant/program create new part or full-time positions?</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Purpose of Grant Funds:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

The Paul Coverdell Forensic Science Improvement Grants Program awards funds to help improve the quality and timeliness of forensic science services. Funds are awarded to accredited law enforcement laboratories based on the number of managers, forensic scientists, forensic specialists and technicians in the laboratory. The performance period for this grant is October 1, 2020 to September 30, 2022. Grant funds are intended to be used to fund the purchase of instrumentation to be used for forensic analysis to replace outdated equipment and to continue to reduce backlog.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please attach document to eForm)</td>
</tr>
<tr>
<td>Yes ☐ No ☒</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deputy County Counsel Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A; Nicole Sims, Supervising Deputy County Counsel, reviewed the application packet.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommended Action/Special Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request approval to apply for Paul Coverdell Forensic Science Improvement Grants Program funding.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bruce Houlihan, Director</td>
</tr>
<tr>
<td>Orange County Crime Laboratory, 714-834-4510, <a href="mailto:bruceh@occl.ocgov.com">bruceh@occl.ocgov.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Jaing, Assistant Director</td>
</tr>
<tr>
<td>Orange County Crime Laboratory, 714-834-4510 <a href="mailto:JTJ@occl.ocgov.com">JTJ@occl.ocgov.com</a></td>
</tr>
</tbody>
</table>
Continuation or Deletion Request

Date: May 4, 2020
To: Clerk of the Board of Supervisors
From: Khalid Bazmi, Interim OC Public Works Director
Re: ASR Control #: 19-001409, Meeting Date 5/5/20 Agenda Item No. # 50
Subject: Approve Zoning Code Amendment CA 16-01 Comprehensive Zoning Code Update

☑ Request to continue Agenda Item No. # 50 to the July 28, 2020 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # ______

Comments:
Continuation or Deletion Request

Date: April 22, 2020
To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Re: ASR Control #: See Below, Meeting Date 5/5/20   Agenda Item No. # 34 & #51
Subject: Continue the Following ASRs to 7/14/20 Board Hearing Date

☐ Request to continue Agenda Item No. # 34 & #51 to the 7/14/20 Board Meeting.

Comments:
ASR# 19-001187 OC Public Works OC Public Works Development Services Fee Schedule Update

ASR# 19-001411 OC Public Works Approve Agricultural Commission Subsidy Reduction Program

☐ Request deletion of Agenda Item No. # _____

Comments:
AGENDA STAFF REPORT

ASR Control 19-001387

MEETING DATE: 04/28/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 1, 2, 3, 4
SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Approved)
DEPARTMENT CONTACT PERSON(S): Annette Mugrditchian (714) 834-5026
                                        Jeff Nagel (714) 834-7024

SUBJECT: Renewal of Contracts for Adult and Older Adult Full Service Partnership Services

CEO CONCUR
Concur

COUNTY COUNSEL REVIEW
Approved Agreement to Form

CLERK OF THE BOARD
Consent Calendar
3 Votes Board Majority

Budgeted: N/A  Current Year Cost: N/A  Annual Cost: FY 2020-21
                                      $23,448,979

Staffing Impact: No  # of Positions:  Sole Source: No
Current Fiscal Year Revenue: N/A
Funding Source: See Financial Impact Section  County Audit in last 3 years: No

Prior Board Action: 12/17/2019 #16, 02/26/2019 #21, 03/27/2018 #10, 06/06/2017 #34

RECOMMENDED ACTION(S):

1. Approve Amendment No. 2 to renew the Contract with Telecare Corporation for provision of General Population Region A Full Service Partnership for the term of July 1, 2020, through June 30, 2021, for a total maximum obligation of $4,698,831, for a revised cumulative contract total amount to exceed $18,795,324, renewable for one additional one-year term.

2. Approve Amendment No. 2 to renew the Contract with Telecare Corporation for provision of General Population Region B Full Service Partnership for the term of July 1, 2020, through June 30, 2021, for a total maximum obligation of $2,781,415, for a revised cumulative contract total amount not to exceed $11,091,781, renewable for one additional one-year term.

3. Approve Amendment No. 3 to renew the Contract with Telecare Corporation for provision of General Population Region C Full Service Partnership for the term of July 1, 2020, through June 30, 2021, for a total maximum obligation of $5,736,358, for a revised cumulative contract total amount not to exceed $23,575,356, renewable for one additional one-year term.

4. Approve Amendment No. 3 to renew the Contract with Telecare Corporation for provision of Collaborative Court Full Service Partnership for the term of July 1, 2020, through June 30, 2021, for a total maximum obligation of $3,595,680, for a revised cumulative contract total amount not to
exceed $12,355,305, renewable for one additional one-year term.

5. Approve Amendment No. 1 to renew the Contract with College Community Services for provision of Criminal Justice Full Service Partnership for the term of July 1, 2020, through June 30, 2021, for a total maximum obligation of $3,174,438, for a revised cumulative contract total amount not to exceed $11,655,339, renewable for one additional one-year term.

6. Approve Amendment No. 1 to renew the Contract with College Community Services for provision of Older Adult Full Service Partnership for the term of July 1, 2020, through June 30, 2021, for a total maximum obligation of $3,462,257, for a revised cumulative contract total amount not to exceed $12,117,898, renewable for one additional one-year term.

7. Authorize the County Procurement Officer or authorized Deputy to execute the Amendments as referenced in the Recommended Actions above.

SUMMARY:
Approval of the Amendments to renew the Contracts with College Community Services for provision of Adult and Older Adult Full Service Partnership and Telecare Corporation for provision of Adult Full Service Partnership will allow continued mental health services for adults and older adults who have a serious mental illness and/or co-occurring disorder.

BACKGROUND INFORMATION:
Your Honorable Board of Supervisors (Board) approved the selection of and Contracts with Telecare Corporation (Telecare) for provision of General Population Full Service Partnership (FSP) Region A, Region B and Region C and Collaborative Court FSP; and with College Community Services for provision of Criminal Justice FSP and Older Adult FSP on the mentioned dates below:

<table>
<thead>
<tr>
<th>Board Date</th>
<th>Services</th>
<th>Term</th>
<th>Action</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 6, 2017</td>
<td>General Population Region A, B; Collaborative Court, Criminal Justice, Older Adult</td>
<td>7/1/2017-6/30/2020</td>
<td>Approval and Selection of Contracts</td>
<td>$47,583,201</td>
</tr>
<tr>
<td>March 27, 2018</td>
<td>General Population Region C</td>
<td>3/1/2018-6/30/2020</td>
<td>Ratification and Approval of Contract</td>
<td>$15,704,614</td>
</tr>
<tr>
<td>February 26, 2019</td>
<td>General Population Region C</td>
<td>3/1/2018-6/30/2020</td>
<td>Approval of Amendment No. 1 to increase funds from one-time grant funds</td>
<td>Increased by $2,134,384</td>
</tr>
<tr>
<td>December 17, 2019</td>
<td>Collaborative Court</td>
<td>7/1/2017-6/30/2020</td>
<td>Approval of Amendment No. 2 to increase FY 2019-20 funds due to census increase</td>
<td>Increased by $455,107</td>
</tr>
</tbody>
</table>
Scope of Work:

FSP provides services to adults and older adults throughout Orange County, who are living with a serious mental illness (SMI) and may have co-occurring substance use disorders and are unserved or underserved, have not successfully engaged in traditional mental health services, involved with the criminal justice system and/or are experiencing homelessness or at risk of experiencing homelessness. FSP services are community/field-based and recovery-oriented and include intensive case management, crisis intervention, housing support, transportation, medication support, individual, family and group therapy, co-occurring services, vocational and educational support, linkage to financial benefits/entitlements, family and peer support, supportive socialization and development of meaningful community roles, money management or representative payee and flexible fund for immediate needs. For each FSP, the ages served, average daily volume to be served and referral sources are as follows:

<table>
<thead>
<tr>
<th>FSP</th>
<th>Ages Served</th>
<th>Average Daily Volume</th>
<th>Referral Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Population</td>
<td>18-59 years old</td>
<td>235 clients - Region A 112 clients - Region B 200 clients - Region C</td>
<td>Community including family, County clinics and Open Access</td>
</tr>
<tr>
<td>Collaborative Court</td>
<td>18 y.o. and older</td>
<td>135 clients</td>
<td>Public Defender's Office, Collaborative Court</td>
</tr>
<tr>
<td>Criminal Justice</td>
<td>18 y.o. and older</td>
<td>182 clients</td>
<td>Probation, Correctional Health Services</td>
</tr>
<tr>
<td>Older Adult</td>
<td>60 y.o. and older</td>
<td>180 clients</td>
<td>Community including family, County clinics and Open Access</td>
</tr>
</tbody>
</table>

Performance Outcomes:

Performance outcomes for FY 2018-19 are listed in the tables below. The outcomes are measured by pre- and post-comparisons of the number of days clients are impacted by hospitalization, incarceration and homelessness days while enrolled in the program and compared against the 12-month period immediately prior to enrollment. Due to this method, FY 2019-20 data is not available at this time.

<table>
<thead>
<tr>
<th>FSP</th>
<th>Hospitalization Days</th>
<th>Incarceration Days</th>
<th>Homelessness Days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior</td>
<td>Since</td>
<td>Percentage Change</td>
</tr>
<tr>
<td>General Pop. Region A</td>
<td>5,460</td>
<td>1,548</td>
<td>72% decrease</td>
</tr>
<tr>
<td>271 clients served</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Pop. Region B</td>
<td>4,676</td>
<td>1,073</td>
<td>77% decrease</td>
</tr>
<tr>
<td>197 clients served</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Pop. Region C</td>
<td>258</td>
<td>72</td>
<td>72% decrease</td>
</tr>
<tr>
<td>98 clients served</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Overall, there was substantial decrease in hospitalization, incarceration days and homelessness days. For General Population FSP - Region C, all clients served in FY 2018-19 were individuals relocated as a result of the environmental remediation project along the Orange County Flood Control Channel, and at time of enrollment, almost all clients reported having zero incarceration days during the 12-month period immediately prior to enrollment, which impacted the percentage change for incarceration days.

While these FSPs provide services to adults and older adults throughout Orange County, the Health Care Agency (HCA) works collaboratively with each provider to develop a good neighbor policy as required by their contract. To date, HCA has not received any negative feedback from the respective communities.

The Contractors' performances have been confirmed as satisfactory. HCA has verified there are no concerns that must be addressed with respect to Contractors’ ownerships/names, litigation status or conflicts with County interests.

The proposed Amendments with Telecare Corporation for provision of General Population FSP Region A, Region B, Region C and Collaborative Courts FSP Services will have subcontractors. See Attachments G, H, I and J for information regarding subcontractors and Contract Summary Forms. The proposed Amendments with College Community Services for provision of Criminal Justice and Older Adult FSP Services will have subcontractors. See Attachments K and L for information regarding subcontractors and Contract Summary Forms.

HCA requests that the Board approve the Amendments to the contracts with College Community Services for provision of Criminal Justice FSP Services; College Community Services for provision of Older Adult FSP Services; Telecare Corporation for provision of Collaborative Court FSP Services; and Telecare Corporation for provision of General Population FSP Services as referenced in the Recommended Actions.

**FINANCIAL IMPACT:**
Appropriations for these Contracts will be included in Budget Control 042 FY 2020-21 Budget.

Funding Source:

State: 80% (Mental Health Services Act/Prop 63 and 2011 Realignment AB109)
Fees/Other: 20% (Federal Financial Participation Medi-Cal)

Should services need to be reduced or terminated due to lack of funding, the Contracts contain language that allows HCA to give a 30-day notice to either terminate or renegotiate the level of services to be provided. The notice will allow HCA adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Amendment No. 2 to Contract MA-042-18010268 for General Population Full Service Partnership Region A with Telecare Corporation
Attachment B - Amendment No. 2 to Contract MA-042-18010274 for General Population Full Service Partnership Region B with Telecare Corporation
Attachment C - Amendment No. 3 to Contract MA-042-18011730 for General Population Full Service Partnership Region C with Telecare Corporation
Attachment D - Amendment No. 3 to Contract MA-042-18010267 for Collaborative Court Full Service Partnership Services with Telecare Corporation
Attachment E - Amendment No. 1 to Contract MA-042-18010321 for Criminal Justice Full Service Partnership Services with College Community Services
Attachment F - Amendment No. 1 to Contract MA-042-18010323 for Older Adult Full Service Partnership Services with College Community Services
Attachment G - Contract Summary Form for Attachment A
Attachment H - Contract Summary Form for Attachment B
Attachment I - Contract Summary Form for Attachment C
Attachment J - Contract Summary Form for Attachment D
Attachment K - Contract Summary Form for Attachment E
Attachment L - Contract Summary Form for Attachment F
Attachment M - Redline Version of Attachment A
Attachment N - Redline Version of Attachment B
Attachment O - Redline Version of Attachment C
Attachment P - Redline Version of Attachment D
Attachment Q - Redline Version of Attachment E
Attachment R - Redline Version of Attachment F
AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-18010268
FOR
General Population Full Service Partnership Services

This Amendment ("Amendment No. 2") to Contract No. MA-042-18010268 for General Population Full Service Partnership Services is made and entered into on July 1, 2020 ("Effective Date") between Telecare Corporation ("Contractor"), with a place of business at 1080 Marina Village Parkway, Suite 100, Alameda, CA 94501, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-18010268 for General Population Full Service Partnership Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed $14,096,493, renewable for two additional one-year terms ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective June 1, 2019, to Amend Exhibit A to the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to renew the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend specific terms and conditions, and to amend Exhibit A of the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of 1 years, effective July 1, 2020 through June 30, 2021; in an amount not to exceed $4,698,831 for this renewal period, for a new total contract amount of $18,795,324; on the amended terms and conditions, renewable for one additional one-year term.

2. Section (Referenced Contract Provisions), subsection Term in deleted in its entirety and replaced with the following

   "TERM: July 1, 2017 through June 30, 2021
   Period One means the period from July 1, 2017 through June 30, 2018
   Period Two means the period from July 1, 2018 through June 30, 2019
   Period Three means the period from July 1, 2019 through June 30, 2020
   Period Four means the period from July 1, 2020 through June 30, 2021"

3. Section (Referenced Contract Provisions), subsection Maximum Obligation deleted in its entirety and replaced with the following:
“Maximum Obligation:

Period One Maximum Obligation: $4,698,831
Period Two Maximum Obligation: $4,698,831
Period Three Maximum Obligation: $4,698,831
Period Four Maximum Obligation: $4,698,831
TOTAL MAXIMUM OBLIGATION: $18,795,324”

4. Paragraph IV. Compliance, sub-paragraph B, introductory paragraph, of the Contract is deleted in its entirety and replaced with the following:

“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.”

5. Paragraph XXII. Records Management and Maintenance of the Contract is deleted in its entirety and replaced with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.
K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI."

6. Paragraph (Conflict of Interest) is added to the Contract as follows:

"CONFLICT OF INTEREST

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

7. Paragraph (Dispute Resolution) is added to the Contract as follows:

"DISPUTE RESOLUTION

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

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

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

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

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.
D. This Contract has been negotiated and executed in the State of California and shall be
governed by and construed under the laws of the State of California. In the event of any legal
action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of
competent jurisdiction located in Orange County, California, and the Parties hereto agree to
and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure
Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request
that an action be transferred for adjudication to another county."

8. Paragraph (Patient’s Rights) is added to the Contract as follows:

“PATIENT’S RIGHTS

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

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

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

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

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

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

9. Paragraph (Payment Card Compliance) is added to the Contract as follows:

“PAYMENT CARD COMPLIANCE

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

10. Exhibit A is deleted in its entirety and replaced with Exhibit A-1, which is incorporated by this reference.

11. Contractor shall continue to reference invoices with MA-042-18010268.

This Amendment No. 2 modifies the Contract and Amendment No. 1, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2, Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 1, not specifically changed by this Amendment No. 2 remain in full force and effect.

SIGNATURE PAGE FOLLOWS
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Telecare Corporation, a California for profit corporation

Faith Richie
Print Name

Senior VP for Development
Title

3/18/2020
Date

Print Name
Title

Signature
Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name
Title

Signature
Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Massoud Shameel
Print Name

Deputy County Counsel
Title

3/18/2020
Date

DocuSign Envelope ID: AD096BF2-C57A-46C2-A975-795EE400E6D1
Attachment A
EXHIBIT A-1
TO THE CONTRACT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

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

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

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

   a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.
b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in 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. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Clients 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

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

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

9. Client or Member means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Contract, who experiences chronic mental illness.

10. 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.

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

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

13. **Data Collection Reporting (DCR) System** means a software designed for collection, tracking and reporting outcomes data for Clients enrolled in the FSP Programs.
   a. **3 M’s** means the Quarterly Assessment Form that is completed for each Client every three months in the approved data collection system.
   b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Clients’ perspective which will improve understanding of Clients’ needs and desires towards furthering their Recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.
   c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.
   d. **KET** means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.
   e. **PAF** means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

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

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

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

17. Face-to-Face means an encounter between Client and provider where they are both physically present.

18. 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 Clients 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 Client, 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 Client to staff ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery.

a. 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) Client 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.

b. Client services are focused on Recovery and harm reduction to encourage the
highest level of Client empowerment and independence achievable. PSC’s will meet with the
Client in their current community setting and will develop a supportive relationship with the
individual served. Substance use treatment will be integrated into services and provided by the
Client’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 Client’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 Clients move through the
continuum of Recovery and evidence by progressing to lower level of care or out of the
“intensive case management need” category.

19. 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 Clients with applications to low
income housing, housing subsidies, senior housing, etc. This individual is responsible for
keeping abreast of the continuum of housing placements as well as Fair Housing laws and
guidelines. This individual is responsible for understanding the procedures involved in housing
placement, including but not limited to: the referral process, Coordinated Entry System,
Licensed Residential placements, and temporary housing placements.

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

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

22. Intern means an individual enrolled in an accredited graduate program
accumulating clinically supervised work experience hours as part of field work, internship, or
practicum requirements. Acceptable graduate programs include all programs that assist the

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student in meeting the educational requirements in becoming a MFT, a licensed CSW, or a licensed Clinical Psychologist.

23. **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.

24. **Job Coach/Developer** means a specialized position dedicated to cultivating and nurturing employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

25. **Linkage** means to assist an individual to connect with a referral.

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

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

28. **Mental Health Services** means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:
   a. **Assessment** means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.
   b. **Collateral** means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.
   c. **Co-Occurring Integrated Treatment Model** means, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance use disorders from the same practitioner or treatment team.
   d. **Crisis Intervention** means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.
e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

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

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

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

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

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

31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management studies.
32. **MHSA** means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

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

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

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

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

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

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

39. **Pharmacy Benefits Manager** means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

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

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

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

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

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

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

46. **Promotores** means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

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

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

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

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

51. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:
   a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;
   b. Home: A stable and safe place to live;
   c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
   d. Community: Relationships and social networks that provide support, friendship, love, and hope.

52. Referral means the act of sending an individual to another person or place for services, help, advice, etc.

53. SUD means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

54. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach. The Supportive Housing PSC will support all MHSA residents living in the assigned
housing project, whether or not the tenant is receiving services from the on-site FSP. The Supportive Housing PSC will work with Property Manager, MHSA Housing County monitor, Resident Clinical Service Coordinator, and other support services located on-site. This individual will provide services that support housing sustainability for MHSA tenants and will be active in supporting and implementing a Full Service Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

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

56. **Token** means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

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

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

59. **WRAP** means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

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

### II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A-1 to the Contract and the following budget, which are set forth for informational purposes only and may be adjusted by mutual Contract, in writing, of ADMINISTRATOR and CONTRACTOR.
B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 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. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. 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.

E. FLEXIBLE FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and
k. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

F. 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 Clients, 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.

G. 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 generally accepted principles of accounting, 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.

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $391,569 per month. All payments are interim payments only, and 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-1 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for
each period as stated 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 invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., 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 invoice 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) 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 twenty-one (21) calendar days after receipt of the correctly completed invoice.

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

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

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

B. FISCAL

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

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

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

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

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a. A description of CONTRACTOR's progress in implementing the provisions of this Contract,
b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants,
c. Voluntary and involuntary hospitalizations and special incidences,
d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.
e. Reporting of the numbers of Clients based upon their level of function in the MORs Level system,
f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.
g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.

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

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

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

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

V. SERVICES

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

TAO North
2531 West Woodland Dr.
Anaheim, CA 92801

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

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, the CONTRACTOR shall operate extended hours at least two (2) evenings or day per week and provide limited weekend services and activities to accommodate Clients’ needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.

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

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

B. INDIVIDUALS TO BE SERVED - Seriously and persistently mentally ill adults, ages eighteen (18) years and older and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:
   1. Homelessness or at risk of homelessness;
   2. At risk of institutionalization or hospitalization;
   3. Co-occurring substance use disorders; or
   4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES – CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:
   1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Clients’ worldview and belief systems and to enhance the therapeutic relationship, intervention,
and outcome. Consideration to how Clients’ identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and increasing their opportunities to meet new people as Clients Recovery progresses.

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

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

18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Clients have access to needed comprehensive health care. Access to these services is particularly critical since mental health Clients often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.
19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.

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

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

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

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

24. Evidence-Based Practices – CONTRACTOR shall focus on using EBPs whenever possible, including, but not limited to, the Assertive Community Treatment model, which embraces a “whatever it takes” approach to remove barriers for individuals to access the support needed to fully integrate into the community.

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

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

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


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

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

   c. Medication support services may occur in the office or in the field.

3. Co-Occurring Services: Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance use research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living or outpatient treatment. As appropriate, CONTRACTOR shall collaborate with community support groups to include hosting self-help groups such as Alcoholics Anonymous and Narcotics Anonymous to provide Clients with an avenue for full recovery.

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

   a. Educational Services: Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers' aides to ease the anxiety of a new Client returning to continue educational goals.
b. **Pre-Vocational Groups:** Clients may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.

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

5. **Family and Peer Support Services:**
   a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Clients in their Recovery.
   b. **Supportive Socialization and Meaningful Community Roles.** CONTRACTOR shall provide client-centered services that will support clients in their recovery, self-sufficiency and development of meaningful life activities and relationships.

6. **Transportation Services:** These services may include, but not be limited to: provision of bus tickets. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall provide transportation to any treatment or court related appointments deemed necessary for the Client care; transportation for emergency psychiatric evaluation or treatment, and transportation for the provision of any case management services. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpool, or other means of transportation whenever possible.

7. **Money Management/Representative Payee Support Services:** CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those...
Clients who have not been able to manage their finances independently. These clients include those that have funding, but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.

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

9. **Linkage to Financial Benefits/Entitlements**: CONTRACTOR shall employ a Benefits Specialist to assist clients in accessing financial benefits and/or entitlements. The specialist shall be knowledgeable of entitlements, such as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will work with clients to gather records, completed application process, and secure entitlements.

10. **Housing Services**: CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership clients. This service category includes a comprehensive needs assessment, linkage, placement, and ongoing support to sustain and appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing provider. All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Clients. Housing services may include:

   a. **Emergency Housing** – Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency housing is part of the “Housing First” model continuum and is required during the initial assessment phase.

   b. **Motel Housing** – For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing
arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Flexible Funds Paragraph of this Exhibit A-1.

c. Bridge Housing – For individuals who will benefit from an intermediate step between shelter and permanent housing. Bridge housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTORS may look into housing options such as master leasing.

d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP members and requires residents to have their own unit or bedroom. Permanent housing includes but is not limited to Shelter Plus Care Vouchers, independently paid homes/apartments, and County based housing projects.

e. Residential Substance Use Treatment Programs and Sober Living Homes as a housing option shall be available when appropriate to provide the member the highest probability of success towards recovery.

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

12. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide client input into program development and quality improvement.

13. Group Services – CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life Skills Building, and Speaker Meetings, etc.

14. Meaningful Community Roles – CONTRACTOR shall assist each member to identify some meaningful role in his/her life that is separate from the mental illness. Clients need to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to their mental illness.

15. Intensive Case Management Service – CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis //
on outreach, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

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

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

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

      1) Realizes the widespread impact of trauma and understands potential paths for recovery;
      2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
      3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
      4) Seeks to actively resist re-traumatization.

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

      1) Safe, calm and secure environment with supportive care
      2) System wide understanding of trauma prevalence, impact, and trauma-informed care
      3) Cultural competence
      4) Consumer voice, choice and self-advocacy
      5) Recovery, client-driven and trauma specific services
      6) Healing, hopeful, honest and trusting relationships

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

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

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

3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.

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

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

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

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

8. CONTRACTOR shall have an identified individual who shall:
   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;
b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;

c. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Contract;

d. Oversee all aspects of the clinical services of the Recovery program;

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

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

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

9. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.

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

11. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

12. CONTRACTOR shall ensure compliance with workload standards and productivity.

13. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program. Discharge of clients from the program shall be determined by the client’s movement along the recovery continuum and shall be a coordinated effort between the ADMINISTRATOR and CONTRACTOR when indicated.

14. CONTRACTOR shall submit corrective action plans upon request.

15. CONTRACTOR shall comply with ADMINISTRATOR Guidelines and P&Ps.

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

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

G. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.
H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

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

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

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

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

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

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

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

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

L. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:
   1. Orientation to the program’s goals, P&Ps
   2. Training on subjects as required by state regulations
   3. Recovery philosophy, Client empowerment and strength-based services
   4. Crisis intervention and de-escalation
   5. Co-occurring mental illness and substance abuse and dependence
   6. Motivational interviewing
   7. EBPs that support recovery
   8. Outreach and engagement
   9. Trauma-informed care
10. Professional boundaries
11. Cultural Competency
12. Critical Time Intervention
13. Housing First
14. Other clinical staff training

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.
   1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
   2. Maximize the use of the allocated funds;
   3. Ensure timely and accurate reporting of monthly expenditures;
   4. Maintain appropriate staffing levels;
   5. Request budget and/or staffing modifications to the Contract;
   6. Effectively communicate and monitor the program for its success;
   7. Track and report expenditures electronically;
   8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and
   9. Act quickly to identify and solve problems.
N. 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.

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

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

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

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

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

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

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

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

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

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

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

7. CONTRACTOR shall track the number of days Clients are arrested and make every effort to reduce them through services provided in the Contract.
8. CONTRACTOR shall track the number of days Clients are placed in independent living and make every effort to increase them through services provided in the Contract.

9. Listed above in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

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

11. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

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

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

1. The total number of Clients referred to, and enrolled in Services.
2. The total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.
3. The total number and type of services provided and the length of stay for each Client in the program.
4. The total number of successful Client linkages to recommended services.
5. The total number of Clients placed in temporary housing environments.
6. The total number of groups provided per week and how many Clients attended each group.
7. The total number of activities provided on and off site for the month as well as number of Clients who attended.

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

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

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

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

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

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

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

V. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

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

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

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

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4. CONTRACTOR shall have an identified individual who shall:
   a. Review the approved data collection database for accuracy and to ensure that each field is completed;
   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
   c. Review the approved data collection system reports to identify trends, gaps and quality of care;
   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and
   e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.
   f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

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

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

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

X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to address a beneficiary’s expressed dissatisfaction with services. This dissatisfaction, defined as a grievance, may include but is not limited to: quality of care or
services provided, aspects of interpersonal relationships, failure to respect the beneficiary’s rights, location of services, access/availability, or anything else related to the provision of services.

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

Z. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

VI. STAFFING

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

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.
C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

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

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

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

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

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

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

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

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

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

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

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### DIRECT PROGRAM

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**TOTAL DIRECT PROGRAM FTEs:** 41.97

### N. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.
2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall
include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Contract, provide a minimum of thirty thousand two hundred and eighty-eight (30,288) DSH, with a minimum of two thousand one hundred (2,100) hours of medication support services and twenty-eight thousand one hundred and eighty-eight (28,188) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall maintain an active and ongoing caseload of two hundred and thirty-five (235) Clients throughout the term of the Contract.

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

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

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

R. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
   a. Each staff member who no longer supports the Contract;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR; or
   d. Token is malfunctioning;
   e. Termination of this Contract.

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

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

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.
CERTIFICATE OF ASSISTANT SECRETARY

TELECARE CORPORATION

Resolutions of the Board of Directors – Delegation of Authority

Incumbency of Authorized Officers

The undersigned hereby certifies and states:

Resolutions

1. She is the duly elected and serving Assistant Secretary of Telecare Corporation (the “Company”).

2. The execution and delivery of this Certificate has been authorized by the Board of Directors of the Company.

3. At a meeting of the Board of Directors held in Alameda, California, on January 26, 2017 (“Effective Date”), which was duly called and held, and at which a quorum was present and voting, the following resolutions were adopted by at least a majority of a quorum of Directors.

4. Such resolutions are in full force and effect as of the date hereof and have not been modified, amended or rescinded since the Effective Date.

Delegation of Authority Regarding Responses to Requests for Proposals and Licenses

WHEREAS, Telecare Corporation (the “Company”) from time to time submits a written response to a request for proposals from third parties for the Company to provide mental health services and/or to manage the provision of mental health services (collectively “Responses to Requests for Proposals”);

WHEREAS, it is convenient and/or necessary for the Company to apply for and obtain licenses, permits and other authorizations from governmental agencies for the Company to operate, expand, change, open, close or otherwise act with respect to its mental health facilities and programs (collectively “Licenses”); and

WHEREAS, the Board of Directors deems it to be in the best interests of the Company for the President and Chief Executive Officer and each of the Senior Vice Presidents of the Company to be delegated with the authority to act on behalf of the Company with respect to matters pertaining to Responses to Requests for Proposals and Licenses; now therefore be it

RESOLVED: That the President and Chief Executive Officer and the Senior Vice Presidents are, and each of them is, hereby authorized and directed on behalf of the Company, acting together or alone, and in its name to execute, file, acknowledge and deliver all papers, agreements, documents, instruments and certificates and to do such other acts, including without limitation the payment of such sums, as such officers or any of them may deem necessary or advisable in connection any matter related to Responses to Requests for Proposals of the Company; and be it further

RESOLVED: That the President and Chief Executive Officer and the Senior Vice Presidents are, and each of them is, hereby authorized and directed on behalf of the Company, acting together or alone, and in its name to execute, file, acknowledge and deliver all papers, agreements, documents, instruments and certificates and to do such other acts, including without limitation the payment of such sums, as such officers or any of them may deem necessary or advisable in connection with any matter pertaining to Licenses; and be it further
RESOLVED: That the Secretary and any Assistant Secretary of the Company are, and each is, hereby authorized to certify the effectiveness of the foregoing resolution in connection with any matter related to Responses to Requests for Proposals of the Company and/or any matter pertaining to Licenses, and with respect to which to provide written certification of the incumbency of the President and Chief Executive Officer and the Senior Vice Presidents.

Incumbency of Officers
I hereby certify that the following individuals are the duly elected, appointed and serving President and Chief Executive Officers and the Senior Vice Presidents of the Company:

<table>
<thead>
<tr>
<th>President and Chief Executive Officer</th>
<th>Anne L. Bakar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Vice President</td>
<td>Anita Barnas</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Chin Chao</td>
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<tr>
<td>Senior Vice President</td>
<td>Leslie Davis</td>
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<tr>
<td>Senior Vice President</td>
<td>Kent Eller</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Faith Richie</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Suzanne Rudnitzki</td>
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</tbody>
</table>

IN WITNESS WHEREOF, I, the undersigned, make this Certificate this 24 day of October, 2017.

Leslie Davis
Assistant Secretary
Telecare Corporation
AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-18010274
FOR
General Population Full Service Partnership Services

This Amendment ("Amendment No. 2") to Contract No. MA-042-18010274 for General Population Full Service Partnership Services is made and entered into on July 1, 2020 ("Effective Date") between Telecare Corporation ("Contractor"), with a place of business at 1080 Marina Village Parkway, Suite 100, Alameda, CA 94501, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-18010274 for General Population Full Service Partnership Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed $8,238,366 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective June 1, 2019, to amend Exhibit A to the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to renew the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend specific terms and conditions and to amend Exhibit A in the Contract

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of 1 year, effective July 1, 2020 through June 30, 2021; in an amount not to exceed $2,781,415, for this renewal period, for a new total contract amount of $11,019,781; on the amended terms and conditions, renewable for one additional one-year term.

2. Section (Referenced Contract Provisions), subsection Term is deleted in its entirety and replaced with the following:

   "TERM: July 1, 2017 through June 30, 2021
   Period One means the period from July 1, 2017 through June 30, 2018
   Period Two means the period from July 1, 2018 through June 30, 2019
   Period Three means the period from July 1, 2019 through June 30, 2020
   Period Four means the period from July 1, 2020 through June 30, 2021"

3. Section (Referenced Contract Provisions), subsection Maximum Obligation is deleted in its entirety and replaced with the following:
“Maximum Obligation:

<table>
<thead>
<tr>
<th>Period</th>
<th>Maximum Obligation</th>
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<tbody>
<tr>
<td>Period One</td>
<td>$2,746,122</td>
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<tr>
<td>Period Two</td>
<td>$2,746,122</td>
</tr>
<tr>
<td>Period Three</td>
<td>$2,746,122</td>
</tr>
<tr>
<td>Period Four</td>
<td>$2,781,415</td>
</tr>
<tr>
<td>TOTAL MAXIMUM OBLIGATION</td>
<td>$11,019,781</td>
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4. Paragraph IV. Compliance, sub-paragraph B, introductory paragraph, of the Contract is deleted in its entirety and replaced with the following:

"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."

5. Paragraph XXII. Records Management and Maintenance of the Contract is deleted in its entirety and replaced with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.
K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.”

6. Paragraph (Conflict of Interest) is added to the Contract as follows:

“CONFLICT OF INTEREST

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

7. Paragraph (Dispute Resolution) is added to the Contract as follows:

“DISPUTE RESOLUTION

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

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

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

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

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.
D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county."

8. Paragraph (Patient’s Rights) is added to the Contract as follows:

“PATIENT’S RIGHTS

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

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

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

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

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

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

9. Paragraph (Payment Card Compliance) is added to the Contract as follows:

“PAYMENT CARD COMPLIANCE

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

10. Exhibit A is deleted in its entirety and replaced with Exhibit A-1, which is incorporated by this reference.

11. Contractor shall continue to reference invoices with MA-042-18010274.

This Amendment No. 2 modifies the Contract and Amendment No. 1, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2, Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract and Amendment No. 1 not specifically changed by this Amendment No. 2 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Telecare Corporation, a for profit Corporation

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature County of Orange, a political subdivision of the State of California</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faith Richie</td>
<td>Senior VP for Development</td>
</tr>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

Purchasing Agent/Designee Authorized Signature:

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
<th>Date</th>
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</thead>
<tbody>
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<td>3/18/2020</td>
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</table>

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Massoud Shamei</td>
<td>Deputy County Counsel</td>
<td>3/18/2020</td>
</tr>
</tbody>
</table>
EXHIBIT A-1

TO THE CONTRACT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

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

1. **Active and Ongoing Case Load** means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

5. **Best Practices** means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.
   a. **EBP** means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.
b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in 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. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Clients 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

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

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

9. Client or Member means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Contract, who experiences chronic mental illness.

10. 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.

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

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

13. **Data Collection Reporting (DCR) System** means a software designed for collection, tracking and reporting outcomes data for Clients enrolled in the FSP Programs.

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

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

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

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

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

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

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

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

17. **Face-to-Face** means an encounter between Client and provider where they are both physically present.

18. 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 Clients 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 Client, 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 Client 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) Client 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.

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

b. 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 Client’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 Clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 Clients with applications to low income housing, housing subsidies, senior housing, etc. This individual is responsible for keeping abreast of the continuum of housing placements as well as Fair Housing laws and guidelines. This individual is responsible for understanding the procedures involved in housing placement, including but not limited to: the referral process, Coordinated Entry System, Licensed Residential placements, and temporary housing placements.

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

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

22. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, 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.

23. **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.

24. **Job Coach/Developer** means a specialized position dedicated to cultivating and nurturing employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

25. **Linkage** means to assist and individual to connect with a referral.

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

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

28. **Mental Health Services** means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:
   a. **Assessment** means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.
   b. **Collateral** means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.
   c. **Co-Occurring Integrated Treatment Model** means, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance use disorders from the same practitioner or treatment team.
   d. **Crisis Intervention** means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.
e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

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

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

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

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

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

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

32. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”
33. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

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

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

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

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

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

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

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

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

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

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

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

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

46. Promotores means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

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

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

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

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

51. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:
   a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;
   b. Home: A stable and safe place to live;
   c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
   d. Community: Relationships and social networks that provide support, friendship, love, and hope.

52. Referral means the act of sending an individual to another person or place for services, help, advice, etc.

53. SUD means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

54. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach. The Supportive Housing PSC will support all MHSA residents living in the assigned housing project, whether or not the tenant is receiving services from the on-site FSP. The
Supportive Housing PSC will work with Property Manager, MHSA Housing County monitor, Resident Clinical Service Coordinator, and other support services located on-site. This individual will provide services that support housing sustainability for MHSA tenants and will be active in supporting and implementing a Full Service Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

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

56. **Token** means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

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

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

59. **WRAP** means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

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

### II. **BUDGET**

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A-1 to the Contract and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual Contract, in writing, of ADMINISTRATOR and CONTRACTOR.
ADMINISTRATIVE COST

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<tr>
<th>Description</th>
<th>Amount</th>
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<td>Indirect Costs</td>
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**SUBTOTAL** $362,793

PROGRAM COST

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<td>Subcontracts</td>
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**SUBTOTAL PROGRAM COST** $2,418,622

GROSS COST $2,781,415

REVENUE

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<td>MHSA</td>
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</table>

**TOTAL REVENUE** $2,781,415

**TOTAL BUDGET** $2,781,415

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 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. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. 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.

E. FLEXIBLE FUNDS

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

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

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

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

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:
   
a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;
   
b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;
c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental Contracts, general ledgers needs documented in Client’s treatment plan;

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

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

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

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

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

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

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

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

F. 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 Clients, 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.

G. 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 generally accepted principles of accounting, 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.

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $231,785 per month. All payments are interim payments only, and 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-1 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated 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 invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., 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 invoice 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) 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 twenty-one (21) calendar days after receipt of the correctly completed invoice.

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

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

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

B. FISCAL

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

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

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

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

   a. A description of CONTRACTOR's progress in implementing the provisions of this Contract,
b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants,
c. Voluntary and involuntary hospitalizations and special incidences,
d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.
e. Reporting of the numbers of Clients based upon their level of function in the MORs Level system,
f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.
g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.

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

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

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

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

IV. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of General Population Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:
TAO SOUTH
275 E. Baker Street #A
Costa Mesa, CA  92626

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

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, the CONTRACTOR shall operate extended hours at least two (2) evenings or day per week and provide limited weekend services and activities to accommodate Clients’ needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.

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

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

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

1. Homelessness or at risk of homelessness;
2. At risk of institutionalization or hospitalization;
3. Co-occurring substance use disorders; or
4. Unserved or underserved or not successfully engaged in traditional mental health services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and increasing their opportunities to meet new people as Clients Recovery progresses.

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

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

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

19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.
20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

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

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

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

24. Evidence-Based Practices – CONTRACTOR shall focus on using EBPs whenever possible, including, but not limited to, the Assertive Community Treatment model, which embraces a “whatever it takes” approach to remove barriers for individuals to access the support needed to fully integrate into the community.

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

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

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

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

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

c. Medication support services may occur in the office or in the field.

3. **Co-Occurring Services:** Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance use research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living or outpatient treatment. As appropriate, CONTRACTOR shall collaborate with community support groups to include hosting self-help groups such as Alcoholics Anonymous and Narcotics Anonymous to provide Clients with an avenue for full recovery.

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

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

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

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

5. **Family and Peer Support Services**:

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

   b. Supportive Socialization and Meaningful Community Roles. CONTRACTOR shall provide client-centered services that will support clients in their recovery, self-sufficiency and development of meaningful life activities and relationships.

6. **Transportation Services**: These services may include, but not be limited to: provision of bus tickets. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall provide transportation to any treatment or court related appointments deemed necessary for the Client care; transportation for emergency psychiatric evaluation or treatment, and transportation for the provision of any case management services. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpools, or other means of transportation whenever possible.

7. **Money Management/Representative Payee Support Services**: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who have not been able to manage their finances independently. These clients include those that have funding, but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.
8. **On-call Services**: The program shall provide on-call coverage. Clinicians must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated. CONTRACTOR shall ensure that all Clients are provided with the on-call phone number and know how to access the on-call services as needed.

9. **Linkage to Financial Benefits/Entitlements**: CONTRACTOR shall employ a Benefits Specialist to assist clients in accessing financial benefits and/or entitlements. The specialist shall be knowledgeable of entitlements, such as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will work with clients to gather records, completed application process, and secure entitlements.

10. **Housing Services**: CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership clients. This service category includes a comprehensive needs assessment, linkage, placement, and ongoing support to sustain and appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing provider. All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Clients. Housing services may include:

   a. **Emergency Housing** – Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency housing is part of the “Housing First” model continuum and is required during the initial assessment phase.

   b. **Motel Housing** – For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Flexible Funds Paragraph of this Exhibit A-1.
c. Bridge Housing – For individuals who will benefit from an intermediate step between shelter and permanent housing. Bridge housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTORS may look into housing options such as master leasing.

d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP members and requires residents to have their own unit or bedroom. Permanent housing includes but is not limited to Shelter Plus Care Vouchers, independently paid homes/apartments, and County based housing projects.

e. Residential Substance Use Treatment Programs and Sober Living Homes as a housing option shall be available when appropriate to provide the member the highest probability of success towards recovery.

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

12. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide client input into program development and quality improvement.

13. Group Services – CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life Skills Building, and Speaker Meetings, etc.

14. Meaningful Community Roles – CONTRACTOR shall assist each member to identify some meaningful role in his/her life that is separate from the mental illness. Clients need to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to their mental illness.

15. Intensive Case Management Service – CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

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

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

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

      1) Realizes the widespread impact of trauma and understands potential paths for recovery;
      2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
      3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
      4) Seeks to actively resist re-traumatization.

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

      1) Safe, calm and secure environment with supportive care
      2) System wide understanding of trauma prevalence, impact, and trauma-informed care
      3) Cultural competence
      4) Consumer voice, choice and self-advocacy
      5) Recovery, client-driven and trauma specific services
      6) Healing, hopeful, honest and trusting relationships

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

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

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

3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.

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

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

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

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

8. CONTRACTOR shall have an identified individual who shall:
   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;
   b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;
   c. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Contract;
d. Oversee all aspects of the clinical services of the Recovery program;
e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;
f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and
g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.

9. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.

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

11. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

12. CONTRACTOR shall ensure compliance with workload standards and productivity.

13. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program. Discharge of clients from the program shall be determined by the client’s movement along the recovery continuum and shall be a coordinated effort between the ADMINISTRATOR and CONTRACTOR when indicated.

14. CONTRACTOR shall submit corrective action plans upon request.

15. CONTRACTOR shall comply with ADMINISTRATOR Guidelines and P&Ps.

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

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

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

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

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

J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:
   1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.
   2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P’s, review of statistics and clinical services;
   3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.
   4. Collaborative meetings to address various aspects of client care including but not limited to: housing specialist meetings, vocational/educational specialist meetings, data meetings, etc.

K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:
   1. Admission Criteria and Admission Procedure
   2. Assessments and Individual Service Plans
   3. Crisis Intervention/Evaluation for Involuntary Holds
   4. Handling Non-Compliant Clients/Unplanned Discharges
   5. Medication Management and Medication Monitoring
   6. Community Integration/Case Management/Discharge Planning
   7. Documentation Standards
   8. Quality Management/Performance Outcomes
   9. Personnel/In-service Training
   10. Unusual Occurrence Reporting
   11. Code of Conduct/Compliance/HIPAA standards and Compliance
   12. Mandated Reporting
L. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:

1. Orientation to the program’s goals, P&Ps
2. Training on subjects as required by state regulations
3. Recovery philosophy, Client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance abuse and dependence
6. Motivational interviewing
7. EBPs that support recovery
8. Outreach and engagement
9. Trauma-informed care
10. Professional boundaries
11. Cultural Competency
12. Critical Time Intervention
13. Housing First
14. Other clinical staff training

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

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

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

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

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

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

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

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

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

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

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

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

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

7. CONTRACTOR shall track the number of days Clients are arrested and make every effort to reduce them through services provided in the Contract.

8. CONTRACTOR shall track the number of days Clients are placed in independent living and make every effort to increase them through services provided in the Contract.
9. Listed above in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

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

11. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

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

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

1. The total number of Clients referred to, and enrolled in Services.
2. The total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.
3. The total number and type of services provided and the length of stay for each Client in the program.
4. The total number of successful Client linkages to recommended services.
5. The total number of Clients placed in temporary housing environments.
6. The total number of groups provided per week and how many Clients attended each group.
7. The total number of activities provided on and off site for the month as well as number of Clients who attended.

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

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

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

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

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

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

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

V. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

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

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

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

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4. CONTRACTOR shall have an identified individual who shall:
   a. Review the approved data collection database for accuracy and to ensure that each field is completed;
   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
   c. Review the approved data collection system reports to identify trends, gaps and quality of care;
   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and
   e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.
   f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

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

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

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

X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to address a beneficiary’s expressed dissatisfaction with services. This dissatisfaction, defined as a grievance, may include but is not limited to: quality of care or
services provided, aspects of interpersonal relationships, failure to respect the beneficiary’s rights, location of services, access/availability, or anything else related to the provision of services.

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

Z. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

VI. STAFFING

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

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.
C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>DIRECT PROGRAM</th>
<th>FTEs</th>
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</tbody>
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County of Orange, Health Care Agency
File Folder: M042NW044

Contract MA-042-18010274

Page 44 of 47
Regional Director of Operations 0.15
Program Administrator 1.00
Clinical Director 1.00
Driver 1.00
Office Coordinator 1.00
Data Mining and Analysis Specialist 1.00
Regional IS Business Manager 0.07
Regional IT Support Analyst 0.05
Billing Specialist 1.50
HR Generalist 0.11
Medical Records/Tech 1.00
Quality Coordinator/Trainer 1.00
Team Leader 1.00
Case Manager II 7.00
Case Manager II (AOT Outreach) 1.00
Case Manager II (Housing Project Support) 1.00
Housing Specialist/Coordinator 1.00
Education/Employment Specialist 1.00
Peer Support Specialist 1.00
LVN/LPT 1.50
Clinician 1.50
Psychiatrist (Subcontractor) 0.70
Psychiatrist (Subcontractor) 0.25
TOTAL DIRECT PROGRAM FTEs 25.83

N. WORKLOAD STANDARDS

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

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

3. CONTRACTOR shall, during the term of the Contract, provide a minimum of fifteen thousand eight hundred and sixteen (15,816) DSH, with a minimum of one thousand one hundred and forty (1,140) hours of medication support services and fourteen thousand six
hundred and seventy-six (14,676) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and twelve (112) Clients throughout the term of the Contract.

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

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

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

R. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

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

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

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.
S. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

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

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

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

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

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

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
   a. Each staff member who no longer supports the Contract;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR; or
   d. Token is malfunctioning;
   e. Termination of this Contract.

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

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

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.
CERTIFICATE OF ASSISTANT SECRETARY

TELECARE CORPORATION

Resolutions of the Board of Directors – Delegation of Authority

Incumbency of Authorized Officers

The undersigned hereby certifies and states:

Resolutions

1. She is the duly elected and serving Assistant Secretary of Telecare Corporation (the “Company”).

2. The execution and delivery of this Certificate has been authorized by the Board of Directors of the Company.

3. At a meeting of the Board of Directors held in Alameda, California, on January 26, 2017 (“Effective Date”), which was duly called and held, and at which a quorum was present and voting, the following resolutions were adopted by at least a majority of a quorum of Directors.

4. Such resolutions are in full force and effect as of the date hereof and have not been modified, amended or rescinded since the Effective Date.

Delegation of Authority Regarding Responses to Requests for Proposals and Licenses

WHEREAS, Telecare Corporation (the “Company”) from time to time submits a written response to a request for proposals from third parties for the Company to provide mental health services and/or to manage the provision of mental health services (collectively “Responses to Requests for Proposals”);

WHEREAS, it is convenient and/or necessary for the Company to apply for and obtain licenses, permits and other authorizations from governmental agencies for the Company to operate, expand, change, open, close or otherwise act with respect to its mental health facilities and programs (collectively “Licenses”); and

WHEREAS, the Board of Directors deems it to be in the best interests of the Company for the President and Chief Executive Officer and each of the Senior Vice Presidents of the Company to be delegated with the authority to act on behalf of the Company with respect to matters pertaining to Responses to Requests for Proposals and Licenses; now therefore be it

RESOLVED: That the President and Chief Executive Officer and the Senior Vice Presidents are, and each of them is, hereby authorized and directed on behalf of the Company, acting together or alone, and in its name to execute, file, acknowledge and deliver all papers, agreements, documents, instruments and certificates and to do such other acts, including without limitation the payment of such sums, as such officers or any of them may deem necessary or advisable in connection with any matter related to Responses to Requests for Proposals of the Company; and be it further

RESOLVED: That the President and Chief Executive Officer and the Senior Vice Presidents are, and each of them is, hereby authorized and directed on behalf of the Company, acting together or alone, and in its name to execute, file, acknowledge and deliver all papers, agreements, documents, instruments and certificates and to do such other acts, including without limitation the payment of such sums, as such officers or any of them may deem necessary or advisable in connection with any matter pertaining to Licenses; and be it further
RESOLVED: That the Secretary and any Assistant Secretary of the Company are, and each is, hereby authorized to certify the effectiveness of the foregoing resolution in connection with any matter related to Responses to Requests for Proposals of the Company and/or any matter pertaining to Licenses, and with respect to which to provide written certification of the incumbency of the President and Chief Executive Officer and the Senior Vice Presidents.

**Incumbency of Officers**

I hereby certify that the following individuals are the duly elected, appointed and serving President and Chief Executive Officers and the Senior Vice Presidents of the Company:

<table>
<thead>
<tr>
<th>President and Chief Executive Officer</th>
<th>Anne L. Bakar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Vice President</td>
<td>Anita Barnas</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Chin Chao</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Leslie Davis</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Kent Eller</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Faith Richie</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Suzanne Rudnitzki</td>
</tr>
</tbody>
</table>

**IN WITNESS WHEREOF,** I, the undersigned, make this Certificate this 24th day of October, 2017.

_________________________
Leslie Davis
Assistant Secretary
Telecare Corporation
AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-18011730
FOR
General Population Full Service Partnership Services

This Amendment ("Amendment No. 3") to Contract No. MA-042-18011730 for General Population Full Service Partnership Services is made and entered into on July 1, 2020 ("Effective Date") between Telecare Corporation ("Contractor"), with a place of business at 1080 Marina Village Parkway, Suite 100, Alameda, CA 94501, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-18011730 for General Population Full Service Partnership Services, effective March 1, 2018 through June 30, 2020, in an amount not to exceed $15,704,614, renewable for two additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective March 1, 2019, to increase Period Two by $900,718 and Period Three by $1,233,666 with a new not to exceed amount of $17,838,898; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective June 1, 2019, to amend Exhibit A; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend specific terms and conditions, and to amend Exhibit A of the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of 1 years, effective July 1, 2020 through June 30, 2021; in an amount not to exceed $5,736,358, for this renewal period, for a new total contract amount of $23,575,356; on the amended terms and conditions, renewable for one additional one-year term.

2. Section (Referenced Contract Provisions), subsection Term is deleted in its entirety and replaced with the following:

“TERM: March 1, 2018 through June 30, 2021
Period One means the period from March 1, 2018 through June 30, 2018
Period Two means the period from July 1, 2018 through June 30, 2019
Period Three means the period from July 1, 2019 through June 30, 2020
Period Four means the period from July 1, 2020 through June 30, 2021”
3. Section (Referenced Contract Provisions), subsection Maximum Obligation is deleted in its entirety and replaced with the following:

"Maximum Obligation:

Period One Maximum Obligation: $3,486,484
Period Two Maximum Obligation: $7,382,490
Period Three Maximum Obligation: $6,970,024
Period Four Maximum Obligation: $5,736,358
TOTAL MAXIMUM OBLIGATION: $23,575,356"

4. Paragraph IV. Compliance, sub-paragraph B, introductory paragraph, of the Contract is deleted in its entirety and replaced with the following:

"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."

5. Paragraph XXII. Records Management and Maintenance of the Contract is deleted in its entirety and replaced with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Paragraph (Conflict of Interest) is added to the Contract as follows:

“CONFLICT OF INTEREST

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

7. Paragraph (Dispute Resolution) is added to the Contract as follows:

“DISPUTE RESOLUTION

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

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

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

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

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.
D. This Contract has been negotiated and executed in the State of California and shall be
governed by and construed under the laws of the State of California. In the event of any legal
action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of
competent jurisdiction located in Orange County, California, and the Parties hereto agree to
and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure
Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request
that an action be transferred for adjudication to another county."

8. Paragraph (Patient's Rights) is added to the Contract as follows:

“PATIENT’S RIGHTS

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

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

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

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

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

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

9. Paragraph (Payment Card Compliance) is added to the Contract as follows:

“PAYMENT CARD COMPLIANCE

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

10. Exhibit A is deleted in its entirety and replaced with Exhibit A-1, which is incorporated by this reference.

11. Contractor shall continue to reference invoices with MA-042-18011730.

This Amendment No. 3 modifies the Contract, Amendment No. 1 and Amendment No. 2, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3, Amendment No. 2, Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 1 and Amendment No. 2, not specifically changed by this Amendment No. 3 remain in full force and effect.

SIGNATURE PAGE FOLLOWS
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Telecare Corporation, a for profit Corporation

Faith Richie
Print Name

Senior VP for Development
Title

3/20/2020
Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Massoud Shamei
Print Name

Deputy County Counsel
Title

3/20/2020
Date
EXHIBIT A-1
TO THE CONTRACT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in 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. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Clients 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

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

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

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

10. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

19. 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 Clients 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 Client, 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 Client-to-staff ratio for the General Population FSP will be in the range of fifteen to twenty (15 – 20) Clients to one (1) staff, ensuring relationship building and intensive 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 Recovery Services;
5) Vocational and Educational services;
6) Job Coaching/Developing;
7) Client 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.

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

b. The FSP shall offer “whatever it takes” to engage seriously mentally ill adults, including those who have co-occurring disorder, 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 Clients to progress through pre-determined quality of life outcome domains (housing, decreased incarcerations, decreased hospitalizations, increased education involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and become more independent and self-sufficient as Clients move through the continuum of recovery as evidenced by progressing to a 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 Clients with applications to low income housing, housing subsidies, senior housing, etc. This individual is responsible for keeping abreast of the continuum of housing placements as well as Fair Housing laws and guidelines. This individual is responsible for understanding the procedures involved in housing placement, including but not limited to: the referral process, Coordinated Entry System, Licensed Residential placements, and temporary housing placements.

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

22. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes an evaluation to determine if the Client 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 field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a licensed 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.

25. **Job Coach/Developer** means a specialized position dedicated to developing and increasing employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

26. **Linkage** means to assist an individual to connect with a referred service.

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

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

29. **Mental Health Services** means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:
   a. **Assessment** means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.
   b. **Collateral** means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.
   c. **Co-Occurring Integrated Treatment Model** means, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance use disorders from the same practitioner or treatment team.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52. **Recovery** means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. The four major dimensions to support a life in recovery are:
   a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;
   b. Home: A stable and safe place to live;
   c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
   d. Community: Relationships and social networks that provide support, friendship, love, and hope.

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

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

55. **Supportive Housing PSC** means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered
approach. The Supportive Housing PSC will support all MHSA residents living in the assigned housing project, whether or not the tenant is receiving services from the on-site FSP. The Supportive Housing PSC will work with Property Manager, MHSA Housing County monitor, Resident Clinical Service Coordinator, and other support services located on-site. This individual will provide services that support housing sustainability for MHSA tenants and will be active in supporting and implementing a Full Service Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

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

57. **Token** means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

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

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

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

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

II. **BUDGET**

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A-1 to the Contract and the following budget, which are set forth for informational purposes only and may be adjusted by mutual Contract, in advance and in writing, by ADMINISTRATOR and CONTRACTOR.
ADMINISTRATIVE COST

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<td>SUBTOTAL ADMINISTRATIVE COST</td>
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PROGRAM COST

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SUBTOTAL PROGRAM COST $ 4,988,137

GROSS COST $ 5,736,358

REVENUE

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TOTAL REVENUE $ 5,736,358

TOTAL BUDGET $ 5,736,358

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 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. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. 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.

E. FLEXIBLE FUNDS

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

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

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

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

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:
   a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;
   b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;
c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental Contracts, general ledgers, and needs documented in Client’s treatment plan;

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

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

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

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

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

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

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

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

F. 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 Clients, 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.

G. 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 generally accepted principles of accounting, 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.

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $478,030. All payments are interim payments only, and 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-1 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated 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 invoices for any month for which the provisional amount specified above has not been fully paid.”

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., 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 invoice 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) 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.

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

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

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

B. FISCAL

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

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

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

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

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a. A description of CONTRACTOR's progress in implementing the provisions of this Contract,

b. Report of placement and movement of Clients along the continuum of services,

c. Voluntary and involuntary hospitalizations and special incidences,

d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.

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

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

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

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

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

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

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

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

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

2531 West Woodland Drive
Anaheim, CA 92801

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

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, the CONTRACTOR shall operate extended hours at least two (2) evenings or day per week and provide limited weekend services and activities to accommodate Clients’ needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.

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

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

B. INDIVIDUALS TO BE SERVED - Severe mentally ill adults, ages eighteen (18) years and older, legally residing in Orange County and otherwise eligible for public services under Federal and State law, and have one or more of the following conditions:

1. Homelessness or at risk of homelessness;
2. At risk of institutionalization or hospitalization;
3. Co-occurring substance use disorders; or
4. Unserved or underserved or not successfully engaged in traditional mental health services.

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

1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Clients’ worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients’ identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.
2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and recovery goals.

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

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

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

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

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

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

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

10. Use of Strength-Based Approach – CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that recovery is possible.
11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Medication support services may occur in the office or in the field.

3. Co-Occurring Services: Follow a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance use research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals with co-occurring issues shall be provided a range of co-occurring services including linkage to medical detox, social detox, residential treatment, etc. As appropriate, CONTRACTOR shall collaborate with community support groups to include hosting self-help groups such as Alcoholics Anonymous and Narcotics Anonymous to provide Clients with an avenue for full recovery.

4. Vocational and Educational Services: As part of the continuum of recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.

a. Educational Services: CONTRACTOR shall engage Clients in activities to support them in achieving the highest educational functioning possible. Services and activities may include General Education Diploma preparation, and linkage to colleges, vocational training and adult schools. Peers may be used as teachers' aides to ease the anxiety of a new Client returning to continue educational goals.

b. Pre-Vocational/Vocational Services: CONTRACTOR shall engage Clients in pre-vocational/vocational activities that assist them in determining their skills, interests, values, and realistic career goals, and services that help them in developing work skills, gaining work experience and finding employment. Activities and services may include, but not be limited to the following areas: career exploration, identification of personal strengths, values, and talents,
resume writing, job seeking skills, interviewing skills, job coaching, job placement, job retention, and symptom management in the workplace. The intent of these activities and services is to actively involve Clients in identifying and developing their own positive work identities; building self-confidence and vocational skills; and ultimately obtaining and maintaining employment. CONTRACTOR shall assist Clients to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals, and provide supportive services to ensure vocational success.

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

5. **Family and Peer Support Services:**
   a. Connection to community, family and friends is a critical element to recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services; peers will be hired as Peer Recovery Specialists to assist Clients in their recovery.

   b. **Supportive Socialization and Meaningful Community Roles:** CONTRACTOR shall provide client-centered services that will support Clients in their recovery, self-sufficiency and development of meaningful life activities and relationships.

6. **Transportation Services:** CONTRACTOR shall provide transportation services which may include, but not be limited to: provision of bus tickets. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall provide transportation to any treatment or court related appointments deemed necessary for the Client care; transportation for emergency psychiatric evaluation or treatment, and transportation for the provision of any case management services. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpool, or other means of transportation whenever possible.

7. **Money Management/Representative Payee Support Services:** CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who are not able to manage their finances independently. These Clients include those that have funding, but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.
8. On-call Services: CONTRACTOR shall provide on-call services. CONTRACTOR staff must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated. CONTRACTOR shall ensure that all Clients are provided with the on-call phone number and know how to access the on-call services as needed.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits Specialist to assist Clients in accessing financial benefits and/or entitlements, or other needed community services for eligible individuals. The specialist shall be knowledgeable of entitlements, such as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will work with Clients to gather records, complete the application process, and secure benefits/entitlements as quickly as possible.

10. Housing Services: CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership Clients. This service category includes a comprehensive needs assessment, linkage and placement in a safe living arrangement, and ongoing support to sustain an appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing and providing supportive services for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing provider. CONTRACTOR shall use a Housing First model, an approach that is centered on the belief that individuals can achieve stability in permanent housing directly from homelessness and that stable housing is the foundation for pursuing other health and life goals; thus services are oriented to help individuals obtain permanent housing as quickly and with as few intermediate steps as possible. CONTRACTOR shall provide services and supports to help Clients engage in needed services, and identify and address housing issues in order to achieve and maintain housing stability. CONTRACTOR shall develop working relationships and collaborations with COUNTY’s Housing Services, local housing authorities, housing providers, property owners, property management staff, etc. to ensure that Clients have access to an array of readily available housing options, facilitate successful transition and placement, and maximize the Clients’ ability to live independently in the community. All housing options provided by a FSP must meet minimum requirements set by the COUNTY. CONTRACTOR’s staff shall include a Housing Specialist and, if needed, a Supportive Housing PSC to provide housing services and supports to all enrolled Clients. Housing options shall include, but not be limited to:
a. **Emergency Housing:** Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured.

b. **Motel Housing:** For individuals who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Flexible Funds Paragraph of this Exhibit A-1.

c. **Transitional Housing:** For individuals who will benefit from an intermediate step between shelter and permanent housing. Transitional housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTOR may look into housing options such as master leasing.

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

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

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

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

13. **Group Services:** CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Recovery and Wellness, Life Skills, Coping Skills, etc.
14. **Meaningful Community Roles**: CONTRACTOR shall assist each Client to identify some meaningful role in his/her life that is separate from the mental illness. Clients need to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each Client to join the larger community and interact with people who are unrelated to their mental illness.

15. **Intensive Case Management Service**: CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach and engagement, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

16. **Intensive Mobile Mental Health Services**: CONTRACTOR shall provide intensive outreach and mobile mental health services to adult individuals with serious mental illness who are also experiencing homelessness and have not engaged in services. CONTRACTOR shall operate two (2) mobile vehicles to increase access and facilitate outreach and engagement. One vehicle shall be used to provide outreach and identify potential individuals in need of services. The second vehicle shall be used to provide mobile mental health treatment and supportive services. Upon successful engagement, CONTRACTOR shall transition individuals to the appropriate FSP program to continue mental health treatment services.

   a. CONTRACTOR shall coordinate and collaborate with Health Care Agency’s Behavioral Health Services (BHS) Outreach and Engagement (O&E) to have outreach teams to provide outreach, build rapport, develop trust and engage individuals in services. CONTRACTOR shall “meet clients where they are” and be responsive and flexible in service delivery. CONTRACTOR shall utilize various engagement tools such as clothing, food, shoes, blankets, bus passes, hygiene kits, etc. and address barriers to engagement such as transportation, pet care, property storage, etc.

   b. CONTRACTOR shall provide mobile mental health treatment and supportive services to individuals referred by outreach teams. Services include but not be limited to: assessment, intensive case management, crisis intervention, housing, medication support, referrals and linkages.

   c. CONTRACTOR shall coordinate and collaborate with HCA’s Housing and Supportive Services, housing operators, local police departments and other community partners as appropriate to support and facilitate successful outreach, engagement and housing placement. CONTRACTOR shall have knowledge of housing resources and ensure appropriate training of staff.
d. CONTRACTOR shall develop outcome tools, with consultation from ADMINISTRATOR, and track outcomes and services information including but not limited to: (1) number of individuals served, (2) number of successful linkages to behavioral health treatment, (3) number of members engaged in behavioral health treatment as evidenced by successful completion of intake and two follow-up sessions, and (4) number of successful assessments for housing opportunities including completing the Vulnerability Index-Service Prioritization Decision Assistance Tools (VISPDAT), supporting individuals to achieve document-ready status for Coordinated Entry System and completing housing applications.

e. CONTRACTOR shall ensure appropriate and timely documentation of mobile services provided.

f. CONTRACTOR shall submit monthly outreach services report to ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, no later than twenty (20) calendar days following the end of the month being reported unless otherwise specified. The report shall include information such as individuals served, services provided, and outcomes.

g. CONTRACTOR shall work with ADMINISTRATOR to complete the evaluation and summary report as required by the Department of Health Care Services. A preliminary report may need to be submitted to ADMINISTRATOR prior to submitting the final report.

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

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

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

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

2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and

4) Seeks to actively resist re-traumatization.

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

1) Safe, calm and secure environment with supportive care
2) System wide understanding of trauma prevalence, impact, and trauma-informed care
3) Cultural competence
4) Consumer voice, choice and self-advocacy
5) Recovery, client-driven and trauma specific services
6) Healing, hopeful, honest and trusting relationships

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

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

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

3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to: Courts, Probation Department, Parole and Social Services Agency.

4. ADMINISTRATOR shall have monthly management meetings with CONTRACTOR who will report on program development, resources, housing, barriers, and budgets.
5. CONTRACTOR shall provide culturally sensitive personal service coordination in English, Spanish, Vietnamese, Farsi, Arabic and Korean. CONTRACTOR shall work with the COUNTY or other interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate engagement and to serve Clients in other Asian languages and ASL is highly desirable.

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

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

8. CONTRACTOR shall have an identified individual who shall:
   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and ensure all charts are in compliance with medical necessity and Medi-Cal chart standards;
   b. Provide clinical support and training to PSCs on chart documentation and treatment plans;
   c. Become a certified reviewer by the ADMINISTRATOR’s Authority and Quality Improvement Services (AQIS) unit within six months from the start of the Contract;
   d. Oversee all aspects of the clinical services of the recovery program;
   e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;
   f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and
   g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.

9. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.

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

11. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.
12. CONTRACTOR shall ensure compliance with workload standards and productivity.

13. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program. Discharge of clients from the program shall be determined by the client’s movement along the recovery continuum and shall be a coordinated effort between the ADMINISTRATOR and CONTRACTOR when indicated.

14. CONTRACTOR shall submit corrective action plans upon request.

15. CONTRACTOR shall comply with ADMINISTRATOR P&Ps and guidelines.

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

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

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

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

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

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

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

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

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

4. Collaborative meetings to address various aspects of client care including but not limited to: housing specialist meetings, vocational/educational specialist meetings, data meetings, etc.
K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:

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

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

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

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

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

N. 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.

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

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

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

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

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

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

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

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

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

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

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

7. CONTRACTOR shall track the number of days Clients are arrested and make every effort to reduce them through services provided in the Contract.

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

9. Listed above in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the CONTRACTOR to educate themselves with best practices and those associated with attainment of higher levels of recovery.

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

11. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

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

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

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

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

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

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

5. The total number of Clients placed in temporary housing environments.

6. The total number of groups provided per week and how many Clients attended each
group.

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

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

1. DATA - Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. The data collection system used must be approved by ADMINISTRATOR in order to meet county reporting needs. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).
   a. CONTRACTOR shall track and report Performance Outcome Measure as required by State, COUNTY, and/or MHSA
   b. CONTRACTOR shall collaborate with the Adult Performance Outcome Department (APOD) to complete outcome requests by Administrator for State, COUNTY, and/or MHSA reporting, and to fulfill all data requests as needed by COUNTY’s independent evaluator to conduct their independent evaluation to assess overall program effectiveness for COUNTY and/or DHCS reporting.
   c. CONTRACTOR shall cooperate in data collection as required by ADMINISTRATOR to report on other performance areas including, but not limited to, Client satisfaction, length of stay, and duration of services.

2. TRANSFER UTILITY - CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.
   a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office for transfers between FSPs and adhere to COUNTY’s transfer guidelines to ensure compliance with MHSA requirements.

V. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION
1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract.

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

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

4. CONTRACTOR shall have an identified individual who shall:
   a. Review the approved data collection database for accuracy and to ensure that each field is completed;
   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
   c. Review the approved data collection system reports to identify trends, gaps and quality of care;
   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections;
   e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct;
   f. Ensure monthly evaluation of Clients using MORS and enter the MORS score into approved data collection system. The score rating for each individual member will be entered under the clinical assessment tools; and
   g. Complete, sign and submit the Data Certification Form to ADMINISTRATOR by the tenth (10th) of every month.
   h. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.
W. CONTRACTOR shall provide the appropriate written Notice of Adverse Benefit Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by State Medi-Cal standards. CONTRACTOR shall review these standards to determine the appropriate timeline for disenrollment of services. The NOABD must provide the adverse benefit determination made by the CONTRACTOR as well as a clear and concise explanation of the reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate NOABD as determined by state standards. Examples include but are not limited to:

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

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

X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to address a beneficiary’s expressed dissatisfaction with services. This dissatisfaction, defined as a grievance, may include but is not limited to: quality of care or services provided, aspects of interpersonal relationships, failure to respect the beneficiary’s rights, location of services, access/availability, or anything else related to the provision of services.

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

Z. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

VI. STAFFING

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

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

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

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

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

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

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

H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state and federal regulatory requirements.
I. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and updated annual criminal checks through the internet, utilizing Megan’s Law, Orange County Sheriff’s, and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as all the internet checks have been completed and are acceptable.

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

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

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

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

<table>
<thead>
<tr>
<th>DIRECT PROGRAM</th>
<th>FTEs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Director of Operations</td>
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<tr>
<td>Program Administrator</td>
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<td>Clinical Director</td>
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<td>Data Analyst</td>
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<td>IS Business Services Manager</td>
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<tr>
<td>Billing Specialist</td>
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<tr>
<td>Regional IT Support Analyst</td>
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<tr>
<td>Medical Records Technician/Receptionist</td>
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<tr>
<td>Quality Coordinator/Trainer</td>
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<tr>
<td>Driver</td>
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<tr>
<td>HR Generalist</td>
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<tr>
<td>Recovery Specialist I/Driver</td>
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<tr>
<td>Team Leader (Unlicensed)</td>
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<tr>
<td>Team Leader (Licensed)</td>
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<tr>
<td>LVN/LPT</td>
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<tr>
<td>Housing Specialist</td>
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</tr>
<tr>
<td>Employment Specialist</td>
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</table>
Case Manager II  
Case Manager II- AOT Outreach  
Case Manager II- Community Outreach  
Case Manager II- Housing Project support  
Benefits Specialist  
Peer Support Specialist  
Clinician  
Peer Recovery Coach  
Nurse Practitioner  
Psychiatrist (Subcontractor)  

TOTAL DIRECT PROGRAM FTEs 45.37

N. WORKLOAD STANDARDS

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

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

3. CONTRACTOR shall, during the term of the Contract, provide a minimum of twenty eight thousand seven hundred and twenty-eight (28,728) DSH, with a minimum of two thousand six hundred and forty (2,640) hours of medication support services and twenty six thousand and eighty-eight (26,088) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR understands and agrees that these are minimum requirements and shall make every effort to exceed these minimums.” CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall maintain an active and ongoing caseload of two hundred (200) Clients throughout the term of the Contract. CONTRACTOR shall ensure a Client-to-staff ratio of fifteen to twenty (15 – 20) Clients to one (1) staff.

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

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

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

R. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
   a. Each staff member who no longer supports the Contract;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR; or
   d. Token is malfunctioning;
   e. Termination of this Contract.

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

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

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.
CERTIFICATE OF ASSISTANT SECRETARY
TELECARE CORPORATION

Resolutions of the Board of Directors – Delegation of Authority

Incumbency of Authorized Officers

The undersigned hereby certifies and states:

Resolutions

1. She is the duly elected and serving Assistant Secretary of Telecare Corporation (the “Company”).

2. The execution and delivery of this Certificate has been authorized by the Board of Directors of the Company.

3. At a meeting of the Board of Directors held in Alameda, California, on January 26, 2017 (“Effective Date”), which was duly called and held, and at which a quorum was present and voting, the following resolutions were adopted by at least a majority of a quorum of Directors.

4. Such resolutions are in full force and effect as of the date hereof and have not been modified, amended or rescinded since the Effective Date.

Delegation of Authority Regarding Responses to Requests for Proposals and Licenses

WHEREAS, Telecare Corporation (the “Company”) from time to time submits a written response to a request for proposals from third parties for the Company to provide mental health services and/or to manage the provision of mental health services (collectively “Responses to Requests for Proposals”);  

WHEREAS, it is convenient and/or necessary for the Company to apply for and obtain licenses, permits and other authorizations from governmental agencies for the Company to operate, expand, change, open, close or otherwise act with respect to its mental health facilities and programs (collectively “Licenses”); and

WHEREAS, the Board of Directors deems it to be in the best interests of the Company for the President and Chief Executive Officer and each of the Senior Vice Presidents of the Company to be delegated with the authority to act on behalf of the Company with respect to matters pertaining to Responses to Requests for Proposals and Licenses; now therefore be it

RESOLVED: That the President and Chief Executive Officer and the Senior Vice Presidents are, and each of them is, hereby authorized and directed on behalf of the Company, acting together or alone, and in its name to execute, file, acknowledge and deliver all papers, agreements, documents, instruments and certificates and to do such other acts, including without limitation the payment of such sums, as such officers or any of them may deem necessary or advisable in connection any matter related to Responses to Requests for Proposals of the Company; and be it further

RESOLVED: That the President and Chief Executive Officer and the Senior Vice Presidents are, and each of them is, hereby authorized and directed on behalf of the Company, acting together or alone, and in its name to execute, file, acknowledge and deliver all papers, agreements, documents, instruments and certificates and to do such other acts, including without limitation the payment of such sums, as such officers or any of them may deem necessary or advisable in connection with any matter pertaining to Licenses; and be it further
RESOLVED: That the Secretary and any Assistant Secretary of the Company are, and each is, hereby authorized to certify the effectiveness of the foregoing resolution in connection with any matter related to Responses to Requests for Proposals of the Company and/or any matter pertaining to Licenses, and with respect to which to provide written certification of the incumbency of the President and Chief Executive Officer and the Senior Vice Presidents.

Incumbency of Officers
I hereby certify that the following individuals are the duly elected, appointed and serving President and Chief Executive Officers and the Senior Vice Presidents of the Company:

<table>
<thead>
<tr>
<th>President and Chief Executive Officer</th>
<th>Anne L. Bakar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Vice President</td>
<td>Anita Barnas</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Chin Chao</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Leslie Davis</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Kent Eller</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Faith Richie</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Suzanne Rudnitzki</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, I, the undersigned, make this Certificate this 24 day of October, 2017.

[Signature]

Leslie Davis
Assistant Secretary
Telecare Corporation
AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-18010267
FOR
Collaborative Court Full Service Partnership Services

This Amendment (“Amendment No. 3”) to Contract No. MA-042-18010267 for Collaborative Court Full Service Partnership Services is made and entered into on July 1, 2020 (“Effective Date”) between Telecare Corporation (“Contractor”), with a place of business at 1080 Marina Village Parkway, Suite 100, Alameda, CA 94501, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-18010267 for Collaborative Court Full Service Partnership Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed $8,111,799, renewable for two additional one-year periods (“Contract”); and

WHEREAS, on June 6, 2017, the Board of Supervisors authorized the Administrator to increase the Contract amount by an amount not to exceed a total of ten percent of the Period One funding for the contract; and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective April 1, 2019, to exercise the use of the contingency contract cost, authorizing an increase of the Contract amount for Period Two by $192,719, with a new not to exceed amount of $8,304,518; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective January 1, 2020, to exercise the use of the contingency contract cost, authorizing an increase of the Contract amount for Period Three by $455,107 with a new not to exceed amount of $8,759,625; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend specific terms and conditions, and to amend Exhibit A of the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of 1 year, effective July 1, 2020 through June 30, 2021; in an amount not to exceed $3,595,680, for this renewal period, for a new total contract amount of $12,355,305; on the amended terms and conditions, renewable for one additional one-year term.

2. Section (Referenced Contract Provisions), subsection Term is deleted in its entirety and replaced with the following:
“TERM: July 1, 2017 through June 30, 2021
Period One means the period from July 1, 2017 through June 30, 2018
Period Two means the period from July 1, 2018 through June 30, 2019
Period Three means the period from July 1, 2019 through June 30, 2020
Period Four means the period from July 1, 2020 through June 30, 2021”

3. Section (Referenced Contract Provisions), subsection Maximum Obligation is deleted in its entirety and replaced with the following:

"Maximum Obligation:

- Period One Maximum Obligation: $2,703,933
- Period Two Maximum Obligation: $2,896,652
- Period Three Maximum Obligation: $3,159,040
- Period Four Maximum Obligation: $3,595,680
- TOTAL MAXIMUM OBLIGATION: $12,355,305"

4. Paragraph IV. Compliance, sub-paragraph B, introductory paragraph, of the Contract is deleted in its entirety and replaced with the following:

“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.”

5. Paragraph XXII. Records Management and Maintenance of the Contract is deleted in its entirety and replaced with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:
1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.

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

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

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

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

6. Paragraph (Conflict of Interest) is added to the Contract as follows:

“CONFLICT OF INTEREST

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

7. Paragraph (Dispute Resolution) is added to the Contract as follows:

“DISPUTE RESOLUTION

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

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

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

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

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

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

8. Paragraph (Patient's Rights) is added to the Contract as follows:

"PATIENT'S RIGHTS

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

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

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

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

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

D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500."
9. Paragraph (Payment Card Compliance) is added to the Contract as follows:

“PAYMENT CARD COMPLIANCE

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

10. Exhibit A is deleted in its entirety and replaced with Exhibit A-1, which is incorporated by this reference.

11. Contractor shall continue to reference invoices with MA-042-18010267.

This Amendment No. 3 modifies the Contract, Amendment No. 1 and Amendment No. 2, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3, Amendment No. 2, Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 2 and Amendment No. 1, not specifically changed by this Amendment No. 3 remain in full force and effect.

SIGNATURE PAGE FOLLOWS
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Telecare Corporation, a for profit Corporation

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<tr>
<td>Faith Richie</td>
<td>Senior VP for Development</td>
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<td>Faith Richie</td>
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County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

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APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

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<td>Massoud Shamei</td>
<td>Deputy County Counsel</td>
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EXHIBIT A-1
TO THE CONTRACT FOR PROVISION OF
COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

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

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

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

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

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

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in 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. **Case Management Linkage Brokerage** means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Clients 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

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

8. **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.

9. **Client or Member** means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Contract, who experiences chronic mental illness.

10. **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.

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

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

13. **Data Collection and Reporting (DCR) System** means a system designed for collection, tracking and reporting outcomes data for Clients enrolled in the FSP Programs.
   
   a. **3 M’s** means the Quarterly Assessment Form that is completed for each Client every three months in the approved data collection system.
   
   b. **Data Mining and Analysis Specialist** means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Clients’ perspective which will improve understanding of Clients’ needs and desires towards furthering their Recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.
   
   c. **Data Certification** means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.
   
   d. **KET** means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.
   
   e. **PAF** means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

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

15. **DSH** means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.
16. **Engagement** means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

17. **Face-to-Face** means an encounter between Client and provider where they are both physically present.

18. **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 Clients 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 Client, 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 Client to staff ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery.

   a. 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) Client 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.

   b. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the Client in their current community setting and will develop a supportive relationship with the
individual served. Substance use treatment will be integrated into services and provided by the Client’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 Client’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 Clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. **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 Clients with applications to low income housing, housing subsidies, senior housing, etc. This individual is responsible for keeping abreast of the continuum of housing placements as well as Fair Housing laws and guidelines. This individual is responsible for understanding the procedures involved in housing placement, including but not limited to: the referral process, Coordinated Entry System, Licensed Residential placements, and temporary housing placements.

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

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

22. **Intern** means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, 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.
23. **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.

24. **Job Coach/Developer** means a specialized position dedicated to cultivating and nurturing employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

25. **Linkage** means to assist an individual to connect with a referral.

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

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

28. **Mental Health Services** means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:
   a. **Assessment** means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.
   b. **Collateral** means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.
   c. **Co-Occurring Integrated Treatment Model** means, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance use disorders from the same practitioner or treatment team.
   d. **Crisis Intervention** means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.
   e. **Medication Support Services** means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing,
administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

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

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

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

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

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

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

32. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”
33. **MORS** means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

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

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

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

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

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

39. **Pharmacy Benefits Manager** means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

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

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

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

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

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

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

46. **Promotores** means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

47. **PSC** means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the

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program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

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

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

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

51. **Recovery** means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:
   a. **Health:** Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;
   b. **Home:** A stable and safe place to live;
   c. **Purpose:** Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
   d. **Community:** Relationships and social networks that provide support, friendship, love, and hope.

52. **Referral** means the act of sending an individual to another person or place for services, help, advice, etc.

53. **SUD** means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

54. **Supportive Housing PSC** means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach. The Supportive Housing PSC will support all MHSA residents living in the assigned housing project, whether or not the tenant is receiving services from the on-site FSP.
Supportive Housing PSC will work with Property Manager, MHSA Housing County monitor, Resident Clinical Service Coordinator, and other support services located on-site. This individual will provide services that support housing sustainability for MHSA tenants and will be active in supporting and implementing a Full Service Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

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

56. **Token** means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

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

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

59. **WRAP** means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

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

**II. BUDGET**

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

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<th>TOTAL ADMINISTRATIVE COST</th>
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Indirect Costs  $469,002
SUBTOTAL  $469,002
ADMINISTRATIVE COST

PROGRAM COST
Salaries  $1,478,645
Benefits  403,441
Services and Supplies  549,714
Flexible Funds  566,543
Subcontracts  128,336
SUBTOTAL PROGRAM COST  $3,126,678

GROSS COST  $3,595,680

REVENUE
FFP Medi-Cal  $540,000
MHSA Medi-Cal  540,000
MHSA  2,515,680
TOTAL REVENUE  $3,595,680

TOTAL BUDGET  $3,595,680

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 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. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. 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.

E. FLEXIBLE FUNDS

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

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

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

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

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:
   a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;
   b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;
   c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental Contracts, general ledgers needs documented in Client’s treatment plan;
d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

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

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

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

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

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

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

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

F. 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 Clients, 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.

G. 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 generally accepted principles of accounting, 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.

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $299,640 per month. All payments are interim payments only, and 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-1 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated 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 invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract.
ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., 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 invoice 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) 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 twenty-one (21) calendar days after receipt of the correctly completed invoice.

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

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

IV. REPORTS

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

B. FISCAL

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

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

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

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

a. A description of CONTRACTOR's progress in implementing the provisions of this Contract,

b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants,

c. Voluntary and involuntary hospitalizations and special incidences,

d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.
e. Reporting of the numbers of Clients based upon their level of function in the MORS Level system,

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

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

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

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

4. CONTRACTOR shall submit monthly benefit acquisition report to ADMINISTRATOR. The report will, at minimum, report on the number of new applications submitted, number of applications approved, number of applications that are pending, denied or being appealed, and number of clients ineligible for benefits.

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

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

V. SERVICES

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

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1910 Bush Street
Santa Ana, CA 92706

1. The facility shall include space to support the services identified within the Contract.”

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, CONTRACTOR shall operate extended hours at least two (2) evenings or days per week and provide limited weekend services and activities to accommodate Client needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.

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

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

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

1. Homelessness or at risk of homelessness;
2. Facing pending charges that carry jail and/or prison time;
3. Co-occurring substance use disorders; or
4. Unserved or underserved or not successfully engaged in traditional mental health services.

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

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

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

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

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

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

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

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

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

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

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

11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.
12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders – CONTRACTOR shall integrate substance abuse and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance use interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance use disorders so that they can pursue their own meaningful life goals.

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

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

15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and increasing their opportunities to meet new people as Clients Recovery progresses.

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

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

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

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

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

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

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

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

24. Evidence-Based Practices – CONTRACTOR shall focus on using EBPs whenever possible, including, but not limited to, the Assertive Community Treatment model, which embraces a “whatever it takes” approach to remove barriers for individuals to access the support needed to fully integrate into the community.

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

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

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

   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons.
   b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client's community functions, prescribing, dispensing and
administering psychotropic medications shall be discussed with the Client and documented.

c. Medication support services may occur in the office or in the field.

3. **Co-Occurring Services:** Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring treatment capable. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living or outpatient treatment. As appropriate, CONTRACTOR shall collaborate with community support groups to include hosting self-help groups such as Alcoholics Anonymous and Narcotics Anonymous to provide Clients with an avenue for full recovery.

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

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

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

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

5. **Family and Peer Support Services:**
   
a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Clients in their Recovery.

   b. **Supportive Socialization and Meaningful Community Roles.** CONTRACTOR shall provide Client-centered services that will support the clients in their recovery, self-sufficiency and development of meaningful life activities and relationships.

6. **Transportation Services:** These services may include, but not be limited to: provision of bus tickets. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall provide transportation to any treatment or court related appointments deemed necessary for the Client care; transportation for emergency psychiatric evaluation or treatment, and transportation for the provision of any case management services. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpools, or other means of transportation whenever possible.

7. **Money Management/Representative Payee Support Services:** CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who have not been able to manage their finances independently. These clients include those that have funding, but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.

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

9. **Linkage to Financial Benefits/Entitlements:** CONTRACTOR shall employ a Benefits Specialist to assist clients in accessing financial benefits and/or entitlements. The Specialist shall be knowledgeable of entitlements, such as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will work with Clients to gather records, complete the application process, and secure entitlements.

10. **Housing Services:** CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership clients. This service category includes a comprehensive needs assessment, linkage, placement, and ongoing support to sustain and appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing provider. All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Clients. Housing services may include:
   
   a. **Emergency Housing** – Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is part of “Housing First” model continuum and is required during the initial assessment phase.

   b. **Motel Housing** – For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Flexible Funds Paragraph of this Exhibit A-1.

   c. **Bridge Housing** – For Clients who will benefit from an intermediate step between shelter and permanent housing. Bridge housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTOR may look into housing options such as master leasing.

   d. **Permanent Housing** – Obtaining permanent housing is an overarching goal for all FSP members, and requires Clients to have their own unit or bedroom. Permanent housing includes but is not limited to Shelter Plus Care Vouchers, independently paid homes/apartments, and County based housing projects.

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e. Residential Substance Use Treatment programs and sober living homes as a housing option shall be available when appropriate to provide the member with the highest probability of success towards recovery.

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

12. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provider Client input into program development and quality improvement.

13. Group Services – CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life Skills Building, DBT and MRT groups, and guest Speaker Meetings, etc.

14. Meaningful Community Roles – CONTRACTOR shall assist each member to identify some meaningful role in his/her life that is separate from the mental illness. The person needs to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to the mental illness.

15. Intensive Case Management Service – CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

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

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

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

1) Realizes the widespread impact of trauma and understands potential paths for recovery;
2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
4) Seeks to actively resist re-traumatization.

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

1) Safe, calm and secure environment with supportive care
2) System wide understanding of trauma prevalence, impact, and trauma-informed care
3) Cultural competence
4) Consumer voice, choice and self-advocacy
5) Recovery, client-driven and trauma specific services
6) Healing, hopeful, honest and trusting relationships

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

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

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

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

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

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

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

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

8. CONTRACTOR shall have an identified individual who shall:
   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;
   b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;
   c. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Contract;
   d. Oversee all aspects of the clinical services of the Recovery program;
   e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;
   f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and
   g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.

9. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.

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

11. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

12. CONTRACTOR shall ensure compliance with workload standards and productivity.

13. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program. Discharges of clients from the program shall be determined by the client’s movement along the recovery continuum and shall be a coordinated effort between the ADMINISTRATOR and CONTRACTOR when indicated.

14. CONTRACTOR shall submit corrective action plans upon request.

15. CONTRACTOR shall comply with ADMINISTRATOR Guidelines and P&Ps.

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

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

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

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

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

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

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

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

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

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

5. Weekly meetings with the collaborative partners to discuss any questions, concerns, updates, etc. related to client care.

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

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

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

1. Orientation to the program’s goals, P&Ps
2. Training on subjects as required by state regulations
3. Recovery philosophy, Client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance abuse and dependence
6. Motivational interviewing
7. EBPs that support recovery
8. Outreach and engagement
9. Trauma-informed care
10. Professional boundaries
11. Cultural Competency
12. Critical Time Intervention
13. Housing First
14. Other clinical staff training

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

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

N. 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.

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

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

Q. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.
R. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

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

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

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

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

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

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

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

7. CONTRACTOR shall track the number of days Clients are arrested and make every effort to reduce them through services provided in the Contract.

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

9. Listed above in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

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

11. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

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

T. CLIENT DEMOGRAPHICS AND OTHER STATISTICS - CONTRACTOR shall track and report on Client demographics and other statistics including but not limited to:
1. The total number of Clients referred to, and enrolled in Services.
2. The total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.
3. The total number and type of services provided and the length of stay for each Client in the program.
4. The total number of successful Client linkages to recommended services.
5. The total number of Clients placed in temporary housing environments.
6. The total number of groups provided per week and how many Clients attended each group.
7. The total number of activities provided on and off site for the month as well as number of Clients who attended.

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

1. DATA - Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. The data collection system used must be approved by ADMINISTRATOR in order to meet county reporting needs. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).
   a. CONTRACTOR shall track and report Performance Outcome Measure as required by State, COUNTY, and/or MHSA
   b. CONTRACTOR shall collaborate with the Adult Performance Outcome Department (APOD) to complete outcome requests by Administrator for State, COUNTY, and/or MHSA reporting, and to fulfill all data requests as needed by COUNTY’s independent evaluator to conduct their independent evaluation to assess overall program effectiveness for COUNTY and/or DHCS reporting.
   c. CONTRACTOR shall cooperate in data collection as required by ADMINISTRATOR to report on other performance areas including, but not limited to, Client satisfaction, length of stay, and duration of services.
2. TRANSFER UTILITY - CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.
   a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office for transfers between FSPs and adhere to COUNTY’s transfer guidelines to ensure compliance with MHSA requirements.

V. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

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

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Contract. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Contract, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Contract.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:
   a. Review the approved data collection database for accuracy and to ensure that each field is completed;
   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
   c. Review the approved data collection system reports to identify trends, gaps and quality of care;
   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and
   e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.
   f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for
each individual member will be entered under the clinical assessment tools. It is expected that
the rating for each member will be part of the review done by Program Directors prior to
signing the Data Certification Form each month.

W. CONTRACTOR shall provide the appropriate written Notice of Adverse Benefit Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by State Medi-Cal standards. CONTRACTOR shall review these standards to determine the appropriate timeline for disenrollment of services. The NOABD must provide the adverse benefit determination made by the CONTRACTOR as well as a clear and concise explanation of the reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate NOABD as determined by state standards. Examples include but are not limited to:

1. Termination NOABD: If a beneficiary drops out of treatment, is missing, or admitted to an institution where he or she is ineligible for further services (e.g. long term incarceration or hospitalization).

2. Delivery Systems NOABD: If a beneficiary does not meet medical necessity criteria for specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer referrals to the appropriate services.

X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to address a beneficiary’s expressed dissatisfaction with services. This dissatisfaction, defined as a grievance, may include but is not limited to: quality of care or services provided, aspects of interpersonal relationships, failure to respect the beneficiary’s rights, location of services, access/availability, or anything else related to the provision of services.

Y. CONTRACTOR shall train staff to utilize the COUNTY’s Access Log as the first point of contact for clients attempting to access Specialty Mental Health Services. CONTRACTOR shall complete the Access Log accurately and as required, including information such as Type of Contact, Outcome of Contact, and instances where Clients are in need of Crisis Services.

Z. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

VII. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural
composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR. CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY’s ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the Clients to be serviced. This inclusion of COUNTY’s multiple cultures will assist in maximizing access to services. ADMINISTRATOR shall provide, or cause to be provided, education and training to staff to address cultural and linguistic needs of population served.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training, Annual Compliance Training, and Annual Cultural Competency Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

//
H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

I. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and updated annual criminal checks through the internet, utilizing Megan’s Law, Orange County Sheriff’s, and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as all the internet checks have been completed and are acceptable.

J. CONTRACTOR shall provide trainings to staff on professional boundaries and include topics such as: appropriate communication and interactions and the use of self-disclosures.

K. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

L. CONTRACTOR, including each employee that provides services under the Contract, will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

M. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours of work per week.

**DIRECT PROGRAM**

<table>
<thead>
<tr>
<th>Position</th>
<th>FTEs</th>
</tr>
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<tbody>
<tr>
<td>Regional Director of Operations</td>
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<td>Program Administrator</td>
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<td>Clinical Director</td>
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<td>Data Mining Specialist</td>
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<td>Regional IS Business Manager</td>
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<td>Regional IS Support Analyst</td>
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<td>Medical Records/Tech</td>
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<td>Quality Coordinator/Trainer</td>
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<td>HR Generalist</td>
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<td>Office Coordinator II</td>
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<tr>
<td>Team Leader</td>
<td>1.00</td>
</tr>
<tr>
<td>Licensed Vocational Nurse</td>
<td>1.50</td>
</tr>
</tbody>
</table>
N. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Contract, provide a minimum of seventeen thousand one hundred sixty (17,160) DSH, with a minimum of nine hundred sixty (960) hours of medication support services and sixteen thousand two hundred (16,200) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred thirty five (135) Clients throughout the term of the Contract.

O. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1 - DHCS.

P. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

Q. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.
R. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

1. CONTRACTOR shall provide clinical supervision for all registered/waivered employees, interns and volunteers as required by the respective governing licensing board such as the Board of Behavioral Sciences (BBS). Per the BBS, a least one unit of supervision is required for the first 10 hours of psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours of psychotherapy/counseling in a given week; after required hours have been accrued, staff must continue to receive required supervision until a license is issued. Clinical supervision shall be provided by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all registered/waivered employees, interns and volunteers.

2. An intern is an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, LPCC, a LCSW, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

S. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

T. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

U. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the
following conditions:

a. Each staff member who no longer supports the Contract;
b. Each staff member who no longer requires access to IRIS;
c. Each staff member who leaves employment of CONTRACTOR; or
d. Token is malfunctioning;
e. Termination of this Contract.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.
CERTIFICATE OF ASSISTANT SECRETARY

TELECARE CORPORATION

Resolutions of the Board of Directors – Delegation of Authority

Incumbency of Authorized Officers

The undersigned hereby certifies and states:

Resolutions

1. She is the duly elected and serving Assistant Secretary of Telecare Corporation (the “Company”).

2. The execution and delivery of this Certificate has been authorized by the Board of Directors of the Company.

3. At a meeting of the Board of Directors held in Alameda, California, on January 26, 2017 (“Effective Date”), which was duly called and held, and at which a quorum was present and voting, the following resolutions were adopted by at least a majority of a quorum of Directors.

4. Such resolutions are in full force and effect as of the date hereof and have not been modified, amended or rescinded since the Effective Date.

Delegation of Authority Regarding Responses to Requests for Proposals and Licenses

WHEREAS, Telecare Corporation (the “Company”) from time to time submits a written response to a request for proposals from third parties for the Company to provide mental health services and/or to manage the provision of mental health services (collectively “Responses to Requests for Proposals”);

WHEREAS, it is convenient and/or necessary for the Company to apply for and obtain licenses, permits and other authorizations from governmental agencies for the Company to operate, expand, change, open, close or otherwise act with respect to its mental health facilities and programs (collectively “Licenses”);

WHEREAS, the Board of Directors deems it to be in the best interests of the Company for the President and Chief Executive Officer and each of the Senior Vice Presidents of the Company to be delegated with the authority to act on behalf of the Company with respect to matters pertaining to Responses to Requests for Proposals and Licenses; now therefore be it

RESOLVED: That the President and Chief Executive Officer and the Senior Vice Presidents are, and each of them is, hereby authorized and directed on behalf of the Company, acting together or alone, and in its name to execute, file, acknowledge and deliver all papers, agreements, documents, instruments and certificates and to do such other acts, including without limitation the payment of such sums, as such officers or any of them may deem necessary or advisable in connection any matter related to Responses to Requests for Proposals of the Company; and be it further

RESOLVED: That the President and Chief Executive Officer and the Senior Vice Presidents are, and each of them is, hereby authorized and directed on behalf of the Company, acting together or alone, and in its name to execute, file, acknowledge and deliver all papers, agreements, documents, instruments and certificates and to do such other acts, including without limitation the payment of such sums, as such officers or any of them may deem necessary or advisable in connection with any matter pertaining to Licenses; and be it further
RESOLVED: That the Secretary and any Assistant Secretary of the Company are, and each is, hereby authorized to certify the effectiveness of the foregoing resolution in connection with any matter related to Responses to Requests for Proposals of the Company and/or any matter pertaining to Licenses, and with respect to which to provide written certification of the incumbency of the President and Chief Executive Officer and the Senior Vice Presidents.

**Incumbency of Officers**
I hereby certify that the following individuals are the duly elected, appointed and serving President and Chief Executive Officers and the Senior Vice Presidents of the Company:

<table>
<thead>
<tr>
<th>President and Chief Executive Officer</th>
<th>Anne L. Bakar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Vice President</td>
<td>Anita Barnas</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Chin Chao</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Leslie Davis</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Kent Eller</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Faith Richie</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Suzanne Rudnitzki</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, I, the undersigned, make this Certificate this 24th day of October, 2017.

[Signature]

Leslie Davis  
Assistant Secretary  
Telecare Corporation
This Amendment ("Amendment No. 1") to Contract No. MA-042-18010321 for Criminal Justice Full Service Partnership Services is made and entered into on July 1, 2020 ("Effective Date") between College Community Services ("Contractor"), with a place of business at 4281 Katella Ave., Suite 201, Los Alamitos, CA 90720, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-18010321 for Criminal Justice Full Service Partnership Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed $8,480,901 ("Contract") renewable for two additional one-year terms; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend specific terms and conditions, and to amend Exhibit A of the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of 1 year, effective July 1, 2020 through June 30, 2021; in an amount not to exceed $3,174,438, for this renewal period, for a new total contract amount of $11,655,339; on the amended terms and conditions, renewable for one additional one-year term.

2. Section (Referenced Contract Provisions), subsection Term is deleted in its entirety and replaced with the following:

"TERM: July 1, 2017 through June 30, 2021
Period One means the period from July 1, 2017 through June 30, 2018
Period Two means the period from July 1, 2018 through June 30, 2019
Period Three means the period from July 1, 2019 through June 30, 2020
Period Four means the period from July 1, 2020 through June 30, 2021"

3. Section (Referenced Contract Provisions), subsection Maximum Obligation is deleted in its entirety and replaced with the following:

"Maximum Obligation:
Period One Maximum Obligation: $2,826,967
Period Two Maximum Obligation: $2,826,967
Period Three Maximum Obligation: $2,826,967
Period Four Maximum Obligation: $3,174,438"
TOTAL MAXIMUM OBLIGATION:  $11,655,339

4. Paragraph IV. Compliance, sub-paragraph B, introductory paragraph, of the Contract is deleted in its entirety and replaced with the following:

“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.”

5. Paragraph XXII. Records Management and Maintenance of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from
the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.”

6. Paragraph (Conflict of Interest) is added to the Contract as follows:
“CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.”

7. Paragraph (Dispute Resolution) is added to the Contract as follows:

“DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract, including the delivery of goods and/or provision of services. CONTRACTOR’s failure to proceed diligently shall be considered a material breach of this Contract.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR’s demand, it shall be deemed a final decision adverse to CONTRACTOR’s contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.”
8. Paragraph (Patient’s Rights) is added to the Contract as follows:

"PATIENT’S RIGHTS"

A. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance process approved by ADMINISTRATOR, to which the beneficiary shall have access.

1. CONTRACTOR's grievance process shall incorporate COUNTY's grievance, patients' rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.

2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients’ Rights Office. The Patients’ Office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR’S Director of Behavioral Health Care and the State Patients’ Rights Office.

C. The Parties agree that Clients have recourse to initiate an expression of dissatisfaction to CONTRACTOR, appeal to the County Patients’ Rights Office, file a grievance, and file a Title IX complaint. The Patients’ Advocate shall advise and assist the Client, investigate the cause of the grievance, and attempt to resolve the matter.

D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of County Patients’ Rights Office pursuant to Welfare and Institutions Code Section 5500.”

9. Paragraph (Payment Card Compliance) is added to the Contract as follows:

"PAYMENT CARD COMPLIANCE"

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.”

10. Exhibit A is deleted in its entirety and replaced with Exhibit A-1, which is incorporated by this reference.
11. Contractor shall continue to reference invoices with MA-042-18010321.

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: College Community Services, a California nonprofit corporation

Gail Laporte
Print Name

State Director
Title

3/20/2020
Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Signature

Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Massoud Shameel
Print Name

Deputy County Counsel
Title

3/20/2020
Date
EXHIBIT A-1
TO CONTRACT FOR PROVISION OF
CRIMINAL JUSTICE FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Client are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.
   a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.
   b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body
of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Client 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. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Client 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

7. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case management, linkage, follow ups for individuals evaluated.

8. 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.

9. Client or Member means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Contract, who experiences chronic mental illness.

10. 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.

11. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

12. CSW means Clinical Social Worker and refers to an individual who meets the
minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

13. **Data Collection and Reporting (DCR) System** means software designed for collection, tracking and reporting outcomes data for Clients enrolled in the FSP Programs.
   
a. 3 M's means the Quarterly Assessment Form that is completed for each Client every three months in the approved data collection system.
   
b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Client’s perspective which will improve understanding of Client’s needs and desires towards furthering their Recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.
   
c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.
   
d. KET means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.
   
e. PAF means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

14. **Diagnosis** means the definition of the nature of the Client's disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

15. **DSH** means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

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16. **Engagement** means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

17. **Face-to-Face** means an encounter between Client and provider where they are both physically present.

18. **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 Client 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 Client, 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 Client 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) Client 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.
   b. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the
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 Client’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 Client move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 Client with applications to low income housing, housing subsidies, senior housing, etc. This individual is responsible for keeping abreast of the continuum of housing placements as well as Fair Housing laws and guidelines. This individual is responsible for understanding the procedures involved in housing placement, including but not limited to: the referral process, Coordinated Entry System, Licensed Residential placements, and temporary housing placements.

20. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide Client and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Client’s mental health treatment activities.

21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes an evaluation to determine if the Client meets program criteria and is willing to seek services.

22. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, 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.
23. 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.

24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing employment opportunities for the Client and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

25. Linkage means to assist an individual to connect with a referral.

26. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

27. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the rules of conduct for the program.

28. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

   a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.

   b. Collateral means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.

   c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated Treatment programs, Client who receive a combined treatment for mental illness and substance abuse disorders from the same practitioner or treatment team.

   d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

   e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing,
administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

f. **Rehabilitation Service** means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Client’s functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

g. **Targeted Case Management** means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

h. **Therapy** means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

29. **Mental Health Worker** means an individual that assists in planning, developing and evaluating mental health services for Client; provides liaison between Client and service providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client related services to Client experiencing mental health, substance use or alcohol disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

30. **MFT** means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

31. **MHS** means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management services.

32. **MHSA** means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

33. **MORS** means Milestones of Recovery Scale and refers to a Recovery scale that
COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Client to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

34. **NOA-A** means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

35. **NPI** means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

36. **NPP** means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

37. **Outreach** means the Outreach to potential Client to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

38. **Peer Recovery Specialist/Counselor** means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

39. **Pharmacy Benefits Manager** means the organization that manages the medication benefits that are given to Client that qualify for medication benefits.

40. **Protected Health Information (PHI)** means individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual,
or the past, present, or future payment for health care provided to an individual.

41. **Plan Coordinator** means an MHS, CSW, or MFT that provides mental health, crisis intervention, and case management services to those Clients who seek services in the COUNTY operated outpatient programs.

42. **Pre-Licensed Psychologist** means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

43. **Pre-Licensed Therapist** means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

44. **Program Director** means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

45. **Promotora de Salud Model** means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

46. **Promotores** means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

47. **PSC** means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Client with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.
48. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

49. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal Client to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

51. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:
   a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;
   b. Home: A stable and safe place to live;
   c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
   d. Community: Relationships and social networks that provide support, friendship, love, and hope.

52. Referral means the act of sending an individual to another person or place for services, help, advice, etc.

53. Substance Use Disorder (SUD) means and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

54. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach. The Supportive Housing PSC will support all MHSA residents living in the assigned housing project, whether or not the tenant is receiving services from the on-site FSP. The Supportive Housing PSC will work with Property Manager, MHSA Housing County monitor, Resident Clinical Service Coordinator, and other support services located on-site. This
individual will provide services that support housing sustainability for MHSA tenants and will be active in supporting and implementing a Full Service Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

55. **Supervisory Review** means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

56. **Token** means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

57. **UMDAP** means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

58. **Vocational/Educational Specialist** means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Client’ level of need and desired support. The Vocational/Educational Specialist will provide “one on one” vocational counseling and support to Client to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Client and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

59. **WRAP** means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

B. **CONTRACTOR and ADMINISTRATOR** may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

II. **BUDGET**

A. **COUNTY** shall pay **CONTRACTOR** in accordance with the Payments Paragraph in this Exhibit A-1 to the Contract and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual Contract, in writing, by ADMINISTRATOR and CONTRACTOR.

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### TOTAL

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### GROSS COST

$3,174,438

### REVENUE

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<td><strong>TOTAL REVENUE</strong></td>
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</table>

### TOTAL BUDGET

$3,174,438

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 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. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. 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 Client shall not be eligible for retention by CONTRACTOR.

E. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Contract. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Contract, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.

3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:

   a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

   b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

   c. Identification of the process for documenting and accounting for all Flexible
Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental agreements, general ledgers needs documented in Client’s treatment plan;

d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Client in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

e. Statement indicating that no single Flexible Funds expenditure, in excess of one thousand dollars ($1,000), shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the one thousand dollars ($1,000) limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;

g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, five thousand dollars ($5,000) supply on-hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five dollars ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase of motel rooms shall be tracked and logged upon purchase and disbursement;

i. Statement indicating that Flexible Funds are not to be used for housing for Client that have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by ADMINISTRATOR;

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any Client either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and

k. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Client, including end of year process accounting for
gift cards still in staff possession.

F. 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 Client, 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.

G. 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 generally accepted principles of accounting, and Medicare regulations. The Client eligibility determination and fee charged to and collected from Client, together with a record of all billings rendered and revenues received from any source, on behalf of Client treated pursuant to the Contract, must be reflected in CONTRACTOR’s financial records.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A-1 to the Contract.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $264,537 per month. All payments are interim payments only, and 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-1 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated 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 invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., 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 invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices will be sent with the Expenditure and Revenue Reports and are due the twentieth (20th) day of each month. Contractor must request in writing any extensions to the due date of the monthly required reports. 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.

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 and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-1 to the Contract.
IV. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of Criminal Justice Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

11277 Garden Grove Blvd., Suite #100
Garden Grove, CA 92843

1. The facility shall include space to support the services identified within the Contract.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, CONTRACTOR shall operate extended hours at least two (2) evenings or days per week and provide weekend services to accommodate Clients’ needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its clients twenty-four (24) hours per day, seven (7) day per week, whichever the situation indicates.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED - Seriously and persistently mentally ill adults, ages eighteen (18) and older years and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:

1. Homelessness or at risk of homelessness;

2. Have a recent history of incarceration and/or experience recidivism in the legal/correction system;

3. Co-occurring substance abuse disorders; or

4. Unserved or underserved or not successfully engaged in traditional mental health services.

//
C. PROGRAM PHILOSOPHIES – CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:

1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Client’s worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Client’s stages of Recovery to ensure that Client are “fully served.”

4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Client in the FSP while they need services.

5. Welcoming Environments – CONTRACTOR shall convey a sense of welcoming to Client that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing interventions based on Client’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports – CONTRACTOR shall assist Client in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.
9. Community Capacity Building – CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Client.

10. Use of Strength-Based Approach – CONTRACTOR shall help Client identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders – CONTRACTOR shall integrate substance abuse and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance abuse interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.

14. Reconnecting with Family – CONTRACTOR shall facilitate the Recovery process and add an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with Client to shift Client’s support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Client’s social network and increasing their opportunities to meet new people as Clients Recovery progresses.

16. Education, Employment and Volunteering – CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System – CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Client have access to needed comprehensive health care. Access to these services is
particularly critical since mental health Client often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination of services when FSP Client are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff – CONTRACTOR shall maintain the ability to develop and utilize peers who are knowledgeable about the needs of Clients. CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Client is transformational and not only helps Client give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Client and is not only crucial to the Client as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Client to provide enough support for Client to develop the confidence to move to lower levels of care or full community integration.

24. Evidence-Based Practices – CONTRACTOR shall focus on using EBPs whenever possible, including, but not limited to, the Assertive Community Treatment model, which embraces a “whatever it takes” approach to remove barriers for individuals to access the support needed to fully integrate into the community.

25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving desired results. These results will be made available to COUNTY and the general public via: the MHSA website, quarterly outcome focused management meetings and public forums upon request and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES – CONTRACTOR’s program shall include, but not be limited to, the following services under the provision of FSP services:

1. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within
the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

2. **Medication Support Services:** Assess for individual medication needs, clinical effectiveness, side effects of medication and obtaining informed consent.
   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons.
   b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client's community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.

3. **Dual Diagnosis Services:** Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living or outpatient treatment. As appropriate, CONTRACTOR shall collaborate with community support groups to include hosting self-help groups such as Alcoholics Anonymous and Narcotics Anonymous to provide Clients with an avenue for full recovery.

4. **Vocational and Educational Services:** As part of the continuum of Recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.
   a. **Educational Services:** Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers' aides to ease the anxiety of a new Client returning to continue educational goals.
b. Pre-Vocational Groups: Client may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.

c. Job Coaching/Developing: An Employment Specialist is to assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. Family and Peer Support Services:
   a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Client in their Recovery.
   
b. Supportive Socialization and Meaningful Community Roles. CONTRACTOR shall provide Client-centered services that will support the Clients in their Recovery, self-sufficiency and in development of meaningful life activities and relationships.

6. Transportation Services: These services may include, but not be limited to: provision of bus tickets. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall provide transportation to any treatment or court related appointments deemed necessary for the Client care; transportation for emergency psychiatric evaluation or treatment, and transportation for the provision of any case management services. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpool, or other means of transportation whenever possible.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those
Clients who have not been able to manage their finances independently. These clients include those that have funding but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.

8. On-call Services: CONTRACTOR shall provide on-call coverage. Clinicians must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated. CONTRACTOR shall ensure that all Clients are provided with the on-call phone number and know how to access the on-call services as needed.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits Specialist to assist clients in accessing financial benefits and/or entitlements. The specialist shall be knowledgeable of entitlement, such as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will work with clients to gather records, complete the application process, and secure entitlements.

10. Housing Services: CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership clients. This service category includes a comprehensive needs assessment, linkage, placement, and ongoing support to sustain and appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing provider. All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Clients. Housing services may include:

   a. Emergency Housing – Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency housing is part of the “Housing First” model continuum and is required during the initial assessment phase of a Client (pre-enrollment) unless approved in advance by ADMINISTRATOR.

   b. Motel Housing – For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-
limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified Flexible Funds Paragraph of this Exhibit A-1.

c. Bridge Housing – For Clients who will benefit from an intermediate step between shelter and permanent housing. Bridge housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTORS may look into housing options such as master leasing.

d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP members, and requires residents to have their own unit or bedroom. Permanent housing includes but is not limited to Shelter Plus Care Vouchers, independently paid homes/apartments, and County based housing projects.

e. Residential Substance Use Treatment Programs and sober living homes as a housing option shall be available when appropriate to provide the Client with the highest probability of success towards recovery.

11. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical needs of the client. CONTRACTOR shall routinely coordinate care planning and treatment with the primary care physician through obtaining records and consultation. CONTRACTOR shall provide transportation to the Primary Care Provider when indicated.

12. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Client to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Client enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide client input into program development and quality improvement.

13. Group Services – CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life and Skills Building, DBT and MRT groups, and guest Speaker Meetings, etc.

14. Meaningful Community Roles – CONTRACTOR shall assist each client to identify some meaningful role in his/her life that is separate from the mental illness. Clients need to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to the mental illness.

15. Intensive Case Management Service – CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis
on outreach, and an assertive approach to maintaining contact with Clients. Daily contract is often indicated during the initial enrollment and engagement period.

16. Rehabilitation Services and Therapy - CONTRACTOR shall provide rehabilitation services to assist Clients to improve, maintain, or restore their functional skills such as daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education. Rehabilitation and therapy may be provided individually, in a group, or with family members.

17. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care approach in the delivery of behavioral health services.

   a. A trauma-informed approach includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations; it involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events; and it involves four key elements:

      1) Realizes the widespread impact of trauma and understands potential paths for recovery;
      2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
      3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
      4) Seeks to actively resist re-traumatization.

   b. Trauma-informed care which refers to a strengths-based service delivery approach that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and individuals served, and that creates opportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed care model is built on the following core values and principles:

      1) Safe, calm and secure environment with supportive care
      2) System wide understanding of trauma prevalence, impact, and trauma-informed care
      3) Cultural competence
      4) Consumer voice, choice and self-advocacy
      5) Recovery, client-driven and trauma specific services
      6) Healing, hopeful, honest and trusting relationships

   c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed culture. This includes focusing on organizational activities that foster the development
of a trauma-informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training on evidence-based and emerging trauma-informed best practices; developing competencies specific to trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and preventing and treating secondary trauma.

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

2. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.

3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Client including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.

4. ADMINISTRATOR shall have monthly management meetings with CONTRACTOR who will report on program development, resources, housing, barriers, and budgets

5. CONTRACTOR shall provide culturally sensitive personal service coordination in English, Spanish, Vietnamese, Farsi, Arabic and Korean. CONTRACTOR shall work with the COUNTY or other interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate engagement and to serve Clients in other Asian languages and ASL is highly desirable.

6. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours).

7. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.

8. CONTRACTOR shall have an identified individual who shall:
   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;
   b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;
   c. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Contract;
   d. Oversee all aspects of the clinical services of the Recovery program;
e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;

f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and

g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.

9. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.

10. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

11. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

12. CONTRACTOR shall ensure compliance with workload standards and productivity.

13. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program. Discharge of clients from the program shall be determined by the client’s movement along the continuum and shall be a coordinated effort between the ADMINISTRATOR and CONTRACTOR when indicated.

14. CONTRACTOR shall submit corrective action plans upon request.

15. CONTRACTOR shall comply with ADMINISTRATOR Guidelines and P&Ps.

16. CONTRACTOR shall provide a written copy of all assessments completed on Client referred for admission.

F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

G. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.

H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Contract to individuals who are covered by Medi-Cal and
have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Contract.

J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.
2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P’s, review of statistics and clinical services;
3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.
4. Collaborative meetings to address various aspects of client care including but not limited to: housing specialist meetings, vocational/educational specialist meetings, data meetings, etc.

K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:

1. Admission Criteria and Admission Procedure
2. Assessments and Individual Service Plans
3. Crisis Intervention/Evaluation for Involuntary Holds
4. Handling Non-Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring
6. Community Integration/Case Management/Discharge Planning
7. Documentation Standards
8. Quality Management/Performance Outcomes
9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

L. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:
1. Orientation to the program’s goals, P&Ps
2. Training on subjects as required by state regulations
3. Recovery philosophy, Client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance abuse and dependence
6. Motivational interviewing
7. EBPs that support recovery
8. Outreach and engagement
9. Trauma-informed care
10. Professional boundaries
11. Cultural Competency
12. Critical Time Intervention
13. Housing First
14. Other clinical staff training

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Contract;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

N. 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.

O. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where
smoking is permitted.

P. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

Q. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

R. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

S. PERFORMANCE OUTCOMES – CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Contract.

4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Contract.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Contract.

6. CONTRACTOR shall track the number of days Clients are receiving emergency interventions and make every effort to reduce them through services provided in the Contract.

7. CONTRACTOR shall track the number of days Clients are arrested and make every effort to reduce them through services provided in the Contract.

8. CONTRACTOR shall track the number of days Clients are placed in independent living and make every effort to increase them through services provided in the Contract.

9. Listed above in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.
10. CONTRACTOR shall track the number of Clients at various stages on the MORS.

11. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

12. CONTRACTOR shall develop, in conjunction with County, additional ongoing performance measures/outcomes or program’s target goals as required

T. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and report on Client demographics and other statistics including but not limited to:

1. The total number of Clients referred to, and enrolled in Services.

2. The total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.

3. The total number and type of services provided and the length of stay for each Client in the program.

4. The total number of successful Client linkages to recommended services.

5. The total number of Clients placed in temporary housing environments.

6. The total number of groups provided per week and how many Clients attended each group.

7. The total number of activities provided on and off site for the month as well as number of Clients who attended.

U. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA - Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. The data collection system used must be approved by ADMINISTRATOR in order to meet county reporting needs. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

   a. CONTRACTOR shall track and report Performance Outcome Measure as required by State, COUNTY, and/or MHSA

   b. CONTRACTOR shall collaborate with the Adult Performance Outcome
Department (A POD) to complete outcome requests by Administrator for State, COUNTY, and/or MHSA reporting, and to fulfill all data requests as needed by COUNTY’s independent evaluator to conduct their independent evaluation to assess overall program effectiveness for COUNTY and/or DHCS reporting.

c. CONTRACTOR shall cooperate in data collection as required by ADMINISTRATOR to report on other performance areas including, but not limited to, Client satisfaction, length of stay, and duration of services.

2. TRANSFER UTILITY – CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office for transfers between FSPs and adhere to COUNTY’s transfer guidelines to ensure compliance with MHSA requirements.

V. DATA CERTIFICATION – POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Contract. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Contract, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Contract.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:
   a. Review the approved data collection database for accuracy and to ensure that each field is completed;
   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
   c. Review the approved data collection system reports to identify trends, gaps and quality of care;
d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and

e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.

f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual client will be entered under the clinical assessment tools. It is expected that the rating for each client will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

W. CONTRACTOR shall provide the appropriate written Notice of Adverse Benefit Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by State Medi-Cal standards. CONTRACTOR shall review these standards to determine the appropriate timeline for disenrollment of services. The NOABD must provide the adverse benefit determination made by the CONTRACTOR as well as a clear and concise explanation of the reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate NOABD as determined by state standards. Examples include but are not limited to:

a. Termination NOABD: If a beneficiary drops out of treatment, is missing, or admitted to an institution where he or she is ineligible for further services (e.g. long term incarceration or hospitalization).

b. Delivery Systems NOABD: If a beneficiary does not meet medical necessity criteria for specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer referrals to the appropriate services.

X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to address a beneficiary’s expressed dissatisfaction with services. This dissatisfaction, defined as a grievance, may include but is not limited to: quality of care or services provided, aspects of interpersonal relationships, failure to respect the beneficiary’s rights, location of services, access/availability, or anything else related to the provision of services.

Y. CONTRACTOR shall train staff to utilize the COUNTY’s Access Log as the first point of contact for clients attempting to access Specialty Mental Health Services. CONTRACTOR shall complete the Access Log accurately and as required, including information such as Type of Contact, Outcome of Contact, and instances where Clients are in need of Crisis Services.
Z. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

V. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR. CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY’s ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the Clients to be serviced. This inclusion of COUNTY’s multiple cultures will assist in maximizing access to services. ADMINISTRATOR shall provide, or cause to be provided, education and training to staff to address cultural and linguistic needs of population served.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.
E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training, Annual Compliance Training, and Annual Cultural Competency Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

I. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and updated annual criminal checks through the internet, utilizing Megan’s Law, Orange County Sheriff’s, and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as all the internet checks have been completed and are acceptable.

J. CONTRACTOR shall provide trainings to staff on professional boundaries and include topics such as: appropriate communication and interactions and the use of self-disclosures.

K. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

L. CONTRACTOR, including each employee that provides services under the Contract, will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

M. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours of work per week.

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<th>FTEs</th>
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### N. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Contract, provide a minimum of nineteen thousand six-hundred and twenty (19,620) DSH, with a minimum of one thousand one-hundred and forty (1,140) hours of medication support services and eighteen thousand four-hundred eighty (18,480) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and
eighty two (182) Clients throughout the term of the Contract.

O. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1 - DHCS.

P. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

Q. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

R. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

1. CONTRACTOR shall provide clinical supervision for all registered/waivered employees, interns and volunteers as required by the respective governing licensing board such as the Board of Behavioral Sciences (BBS). Per the BBS, a least one unit of supervision is required for the first 10 hours of psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours of psychotherapy/counseling in a given week; after required hours have been accrued, staff must continue to receive required supervision until a license is issued. Clinical supervision shall be provided by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all registered/waivered employees, interns and volunteers.

2. An intern is an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, LPCC, a LCSW, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

S. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

T. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each
staff member and place in their personnel files.

U. **TOKENS** – **ADMINISTRATOR** shall provide **CONTRACTOR** the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the **CONTRACTOR**.

1. **CONTRACTOR** recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. **CONTRACTOR** shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. **CONTRACTOR** shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. **CONTRACTOR** shall return to **ADMINISTRATOR** all Tokens under the following conditions:
   a. Each staff member who no longer supports the Contract;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of **CONTRACTOR**; or
   d. Token is malfunctioning;
   e. Termination of this Contract.

5. **ADMINISTRATOR** shall issue Tokens for **CONTRACTOR**’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. **CONTRACTOR** shall reimburse the **COUNTY** for Tokens lost, stolen, or damaged through acts of negligence.

V. **CONTRACTOR** and **ADMINISTRATOR** may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.

VI. **REPORTS**

A. **CONTRACTOR** shall maintain records and make statistical reports as required by **ADMINISTRATOR** and the DHCS on forms provided by either agency.

B. **FISCAL**

1. **CONTRACTOR** shall submit monthly Expenditure and Revenue Reports to **ADMINISTRATOR**. These reports will be on a form acceptable to, or provided by, **ADMINISTRATOR** and will report actual costs and revenues for **CONTRACTOR**'s program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will also include actual productivity as defined by **ADMINISTRATOR**. The reports will be received by **ADMINISTRATOR** no later than the twentieth (20th) day following the end of the month being
reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include the following:
   a. A description of CONTRACTOR's progress in implementing the provisions of this Contract,
   b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants,
   c. Voluntary and involuntary hospitalizations and special incidences,
   d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.
   e. Reporting of the numbers of Clients based upon their level of function in the MORs Level system,
   f. Chart compliance by percentage of compliance with all Medi-Cal records, in
addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.

g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

E. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-1 to the Contract.
Authorization and Consent to Contract

The undersigned, as Secretary and General Counsel of Pathways Health and Community Support, LLC (“Pathways”), the parent company of College Community Services (“Company”), does hereby authorize Gail Laporte as State Director of the Company, to negotiate, on terms and conditions that she may deem advisable, a contract or contracts with the following counties:

- Orange County
- San Diego County
- Kern County
- Los Angeles County

and to execute said contract or contracts on behalf of the Company, and gives her the power and authority to do all things necessary to implement, maintain, amend, or renew said contract or contracts.

This Authorization and Consent to Contract may be executed in one or more counterparts, each of which counterparts, when so executed, shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

In witness whereof, the undersigned has executed this Authorization and Consent to Contract.

Signed: ____________________________
Joyce Montes, Secretary and General Counsel
Pathways Health and Community Support, LLC

Date: ________________________________
October 22, 2019
AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-18010323
FOR
Older Adult Full Service Partnership Services

This Amendment (“Amendment No. 1”) to Contract No. MA-042-18010323 for Older Adult Full Service Partnership Services is made and entered into on July 1, 2020 (“Effective Date”) between College Community Services (“Contractor”), with a place of business at 4281 Katella Ave., Suite 201, Los Alamitos, CA 90720, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-18010323 for Older Adult Full Service Partnership Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed $8,655,642, renewable for two additional one-year terms (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend specific terms and conditions, and to amend Exhibit A of the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of 1 year, effective July 1, 2020 through June 30, 2021; in an amount not to exceed $3,462,257, for this renewal period, for a new total contract amount of $12,117,899; on the amended terms and conditions, renewable for one additional one-year term.

2. Section (Referenced Contract Provisions), subsection Term is deleted in its entirety and replaced with the following:

“TERM: July 1, 2017 through June 30, 2021
Period One means the period from July 1, 2017 through June 30, 2018
Period Two means the period from July 1, 2018 through June 30, 2019
Period Three means the period from July 1, 2019 through June 30, 2020
Period Four means the period from July 1, 2020 through June 30, 2021”

3. Section (Referenced Contract Provisions), subsection Maximum Obligation is deleted in its entirety and replaced with the following:

“Maximum Obligation:
Period One Maximum Obligation: $2,885,214
Period Two Maximum Obligation: $2,885,214
Period Three Maximum Obligation: $2,885,214
Period Four Maximum Obligation: $3,462,257
TOTAL MAXIMUM OBLIGATION: $12,117,899

4. Paragraph IV. Compliance, sub-paragraph B, introductory paragraph, of the Contract is deleted in its entirety and replaced with the following:

   “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.”

5. Paragraph XXII. Records Management and Maintenance of the Contract is deleted in its entirety and replaced with the following:

   “A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, prepare, maintain and manage records appropriate to the services provided and in accordance with this Contract and all applicable requirements.

   1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

   2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

   3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Contract and in accordance with Medicare principles of reimbursement and GAAP.

   4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

   B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

   C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.
D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Contract and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.”

6. Paragraph (Conflict of Interest) is added to the Contract as follows:
“CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.”

7. Paragraph (Dispute Resolution) is added to the Contract as follows:

“DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract, including the delivery of goods and/or provision of services. CONTRACTOR’s failure to proceed diligently shall be considered a material breach of this Contract.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.”

8. Paragraph (Patient’s Rights) is added to the Contract as follows:
"PATIENT'S RIGHTS"

A. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance process approved by ADMINISTRATOR, to which the beneficiary shall have access.

1. CONTRACTOR's grievance process shall incorporate COUNTY’s grievance, patients' rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.

2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients’ Rights Office. The Patients’ Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR’S Director of Behavioral Health Care and the State Patients’ Rights Office.

C. The Parties agree that Clients have recourse to initiate an expression of dissatisfaction to CONTRACTOR, appeal to the County Patients’ Rights Office, file a grievance, and file a Title IX complaint. The Patients’ Advocate shall advise and assist the Client, investigate the cause of the grievance, and attempt to resolve the matter.

D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.”

9. Paragraph (Payment Card Compliance) is added to the Contract as follows:

"PAYMENT CARD COMPLIANCE"

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.”

10. Exhibit A is deleted in its entirety and replaced with Exhibit A-1, which is incorporated by this reference.

11. Contractor shall continue to reference invoices with MA-042-18010323.
This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: College Community Services, a California nonprofit corporation

Gail Laporte
Print Name
Signature
Date 3/24/2020

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name
Signature
Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Massoud Shamel
Print Name
Signature
Date 3/24/2020

EXHIBIT A-1

County of Orange, Health Care Agency
File Folder: M042DR006

Contract MA-042-18010323

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I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.
   a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.
   b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been
endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in 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. Plan Coordinator means an MHS, CSW, or MFT that provides mental health, crisis intervention, and case management services to those Clients 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 Clients 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

8. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case management, linkage, follow ups 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 Member means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Contract, who experiences chronic 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. CSW means Clinical Social Worker and refers to an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

13. Data Collection System means software designed for collection, tracking and reporting outcomes data for Clients enrolled in the FSP Programs.
a. 3 M’s means the Quarterly Assessment Form that is completed for each Client every three months in the approved data collection system.

b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Clients’ perspective which will improve understanding of Clients’ needs and desires towards furthering their Recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

14. Diagnosis means the definition of the nature of the Client's disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

16. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

17. Face-to-Face means an encounter between Client and provider where they are both physically present.

18. 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 Clients 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 Client, 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 Client 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) Client 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.

b. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the Client 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 Client’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 Client’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 Clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 Clients with applications to low income housing, housing subsidies, senior housing, etc.

20. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Client’s mental health treatment activities.

21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes an evaluation to determine if the Client meets program criteria and is willing to seek services.

22. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, 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.

23. 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.

24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.
25. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

26. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the rules of conduct for the program.

27. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:
   a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.
   b. Collateral means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.
   c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance abuse disorders from the same practitioner or treatment team.
   d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.
   e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.
   f. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.
   g. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other...
community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

h. **Therapy** means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

28. **Mental Health Worker** means an individual that assists in planning, developing and evaluating mental health services for Clients; provides liaison between Clients and service providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client related services to Clients experiencing mental health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

29. **MFT** means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

30. **MHS** means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management studies.

31. **MHSA** means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

32. **MORS** means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

33. **NOABD** means Notice of Adverse Beneficiary Determination and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOABD to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.
34. **NPI** means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

35. **NPP** means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

36. **Outreach** means the Outreach to potential Clients to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

37. **Peer Recovery Specialist/Counselor** means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

38. **Pharmacy Benefits Manager** means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

39. **PHI** means individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

40. **Pre-Licensed Psychologist** means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waivered in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

41. **Pre-Licensed Therapist** means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

42. **Program Director** means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.
43. **Promotora de Salud Model** means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

44. **Promotores** means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

45. **PSC** means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

46. **Psychiatrist** means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

47. **Psychologist** means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

48. **QIC** means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

49. **Recovery** means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:

   a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;

   b. Home: A stable and safe place to live;

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   //
c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and

d. Community: Relationships and social networks that provide support, friendship, love, and hope.

50. Referral means providing the effective linkage of a Client to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Client has made contact with the referred service.

51. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach.

52. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

53. Token means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

54. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

55. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one on one” vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

56. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.
B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A-1 to the Contract and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual Contract, in writing, by ADMINISTRATOR and CONTRACTOR.

<table>
<thead>
<tr>
<th>ADMINISTRATIVE COST</th>
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<td>Indirect Costs</td>
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<table>
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<tr>
<td>SUBTOTAL</td>
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</table>

GROSS COST $3,462,257

REVENUE

FFP Medi-Cal $484,716
MHSA Medi-Cal          484,716
MHSA                    2,492,825
TOTAL REVENUE          $3,462,257

TOTAL BUDGET           $3,462,257

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 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. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. 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.

E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of approximately sixteen percent (16%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.

F. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Contract. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Contract, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.
2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.

3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:

   a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

   b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

   c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental agreements, general ledgers needs documented in Client’s MTP;

   d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

   e. Statement indicating that no single Flexible Funds expenditure, in excess of one thousand dollars ($1,000), shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the one thousand dollars ($1,000) limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;
f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;

        g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, five thousand dollars ($5,000) supply on-hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five dollars ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

        h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase of motel rooms shall be tracked and logged upon purchase and disbursement;

        i. Statement indicating that Flexible Funds are not to be used for housing for Clients that have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by ADMINISTRATOR;

        j. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and

        k. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

G. 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 Clients, 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.

H. 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 generally accepted
principles of accounting, 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.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
the Budget Paragraph of this Exhibit A-1 to the Contract.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
$288,521 per month for Period One, Period Two, and Period Three. All payments are interim
payments only, and 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-1 to the Contract; provided, however, the total of such payments does not
exceed the Maximum Obligation for each period as stated 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 invoices for any month for which the provisional amount specified above has not
been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure
and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract.
ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., 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 invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices will be sent with the Expenditure and Revenue Reports and are due the twentieth (20th) day of each month. Contractor must request in writing any extensions to the due date of the monthly required reports. 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.

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 and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-1 to the Contract.

IV. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of Older Adults Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR.

1855 W. Katella Avenue, #150
Orange, CA 92867

1. The facility shall include space to support the services identified within the Contract.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY’s regularly scheduled service hours and holidays. In addition, the FSP will be required to operate extended hours at least two (2) evenings or days //
per week and provide weekend activities to accommodate Client needs. Any change or deviation from this schedule must have prior approval from COUNTY.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED - Seriously and persistently mentally ill older adults, ages sixty (60) years and older and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:
   1. Homelessness or at risk of homelessness;
   2. At risk of institutionalization or hospitalization;
   3. Co-occurring substance abuse disorders; or
   4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES – CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:
   1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Clients’ worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients’ identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.
   2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.
   3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients’ stages of Recovery to ensure that Clients are “fully served.”
   4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need services.
5. Welcoming Environments – CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing interventions based on Clients’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports – CONTRACTOR shall assist Clients in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building – CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach – CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders – CONTRACTOR shall integrate substance abuse and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance abuse interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP.
CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.

14. Reconnecting with Family – CONTRACTOR shall facilitate the Recovery process and add an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and increasing their opportunities to meet new people as Clients Recovery progresses.

16. Education, Employment and Volunteering – CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System – CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Clients have access to needed comprehensive health care. Access to these services is particularly critical since mental health Clients often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff – CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Clients is transformational and not only helps Clients give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to develop the confidence to move to lower levels of care or full community integration.

24. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully
implemented and achieving desired results. These results will be made available to COUNTY and the general public via: the MHSA website, quarterly outcome focused management meetings and public forums upon request and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES – CONTRACTOR’s program shall include, but not be limited to, the following services under the provision of FSP services:

1. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons.
   b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client's community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.

3. Dual Diagnosis Services: Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis services integrate assistance for each condition, helping people recover from both in one setting at the same time.

4. Vocational and Educational Services: As part of the continuum of Recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.
   a. Educational Services: Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools.

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Peers may be used as teachers' aides to ease the anxiety of a new Client returning to continue educational goals.

b. Pre-Vocational Groups: Clients may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.

c. Job Coaching/Developing: A Job Coach/Developer is to assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. Family and Peer Support Services:

a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Clients in their Recovery.

b. Supportive Socialization and Meaningful Community roles. Provide Client directed services that will assist Clients in their Recovery, self-sufficiency and in seeking meaningful life activities and relationships.

6. Transportation Services: These services may include, but not be limited to: provision of bus tickets; transportation to appointments deemed necessary for the Client care; or transportation for emergency psychiatric evaluation or treatment.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who cannot manage their finances.

8. On-call Services: Clinicians must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients.
9. **Linkage to Financial Benefits/Entitlements:** CONTRACTOR shall designate an individual to access financial benefits and/or entitlements, or other needed community services for eligible individuals.

10. **Housing Services:** This service category includes linkage and placement services, which involve the assessment, determination of need and securing of adequate and appropriate living arrangements through a variety of supportive housing services in a safe secure environment that is appropriate for the Client population. Strategies may vary and options such as transitional or respite housing may be indicated in the initial stages, whereas permanent supportive housing or independent housing is the long-term goal. Temporary housing, such as a motel or other temporary shelter, is not required during the initial assessment phase of a Client (pre-enrollment) and utilization of this type of housing during the assessment phase should be on a case by case basis. If it is determined that temporary housing is needed, CONTRACTOR should use their best judgment to meet the Client’s needs. CONTRACTOR shall notify ADMINISTRATOR the next business day of such occurrences. All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Clients. Housing services may include:

   a. **Emergency Housing** – Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency housing is not required during the initial assessment phase of a Client (pre-enrollment) unless approved in advance by ADMINISTRATOR.

   b. **Motel Housing** – For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Motel housing is not required during the initial assessment phase of a Client (pre-enrollment) unless approved in advance by ADMINISTRATOR. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Responsibilities Paragraph of this Exhibit A-1.

   c. **Transitional Housing** – For individuals who will benefit from an intermediate step between shelter and permanent housing. Transitional housing is generally time-limited, up to eighteen (18) months, and provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTORS may look into housing options such as master leasing.

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d. **Permanent Housing** – Allows residents to have their own unit or bedroom. Residential Treatment Program and sober living as a housing option must be available for consideration when appropriate to provide the member with the highest probability of success towards Recovery.

11. **Peer-Run Center** – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Men’s and Women’s Groups, Relapse Prevention, Dual Recovery, AA/NA, Life and Skills Building, Speaker Meetings, etc.

12. **Meaningful Community Roles** – CONTRACTOR shall assist each member to find some meaningful role in his/her life that is separate from the mental illness. The person needs to see himself or herself in “normal” roles such as employee, son, mother and neighbor. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to the mental illness.

13. **Intensive Case Management Service** – CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients.

E. **PROGRAM REQUIREMENTS**

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

2. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.

3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family Clients and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.

4. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours).

5. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.

6. CONTRACTOR shall have ongoing evaluation of practices and outcomes to ensure that all MHSA FSP philosophies are successfully implemented and achieving desired results. Services shall focus on EBPs whenever possible.
F. CONTRACTOR shall have an identified individual who shall:

1. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;
2. Provide clinic direction and training to PSCs on encounter documents and treatment plans;
3. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Contract;
4. Oversee all aspects of the clinical services of the Recovery program;
5. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;
6. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and
7. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.
8. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.
9. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.
10. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.
11. CONTRACTOR shall ensure compliance with workload standards and productivity.
12. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program.
13. CONTRACTOR shall submit corrective action plans upon request.
14. CONTRACTOR shall comply with ADMINISTRATOR P&Ps.
15. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred for admission.

G. CONTRACTOR shall monitor to ensure compliance with workload standards and productivity.
H. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

I. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.

J. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

K. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Contract to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Contract.

L. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:
   
   1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.
   
   2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P’s, review of statistics and clinical services;
   
   3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.

M. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:
   
   1. Admission Criteria and Admission Procedure
   2. Assessments and Individual Service Plans
   3. Crisis Intervention/Evaluation for Involuntary Holds
   4. Handling Non-Compliant Clients/Unplanned Discharges
   5. Medication Management and Medication Monitoring
   6. Community Integration/Case Management/Discharge Planning
   7. Documentation Standards
   8. Quality Management/Performance Outcomes
   9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

N. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:
   1. Orientation to the program’s goals, P&Ps
   2. Training on subjects as required by state regulations
   3. Recovery philosophy, Client empowerment and strength-based services
   4. Crisis intervention and de-escalation
   5. Co-occurring mental illness and substance abuse and dependence
   6. Motivational interviewing
   7. EBPs that support recovery

O. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.
   1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
   2. Maximize the use of the allocated funds;
   3. Ensure timely and accurate reporting of monthly expenditures;
   4. Maintain appropriate staffing levels;
   5. Request budget and/or staffing modifications to the Contract;
   6. Effectively communicate and monitor the program for its success;
   7. Track and report expenditures electronically;
   8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and
   9. Act quickly to identify and solve problems.

P. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if available, and if applicable.

Q. 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.

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R. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

S. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

T. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

U. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

V. PERFORMANCE OUTCOMES – CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Contract.

4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Contract.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Contract.

6. One (1) through five (5) in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

7. CONTRACTOR shall track the number of Clients at various stages on the MORS.

8. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.
W. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA – Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

2. TRANSFER UTILITY – CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

X. DATA CERTIFICATION – POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Contract. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Contract, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Contract.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:
   a. Review the approved data collection database for accuracy and to ensure that each field is completed;
   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
c. Review the approved data collection system reports to identify trends, gaps and quality of care;

d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and

e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.

f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

Y. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

V. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

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D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training and Annual Compliance Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

I. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

J. CONTRACTOR, including each employee that provides services under the Contract, will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours of work per week.

<table>
<thead>
<tr>
<th>DIRECT PROGRAM</th>
<th>FTEs</th>
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</thead>
<tbody>
<tr>
<td>Regional Director</td>
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<tr>
<td>Program Director</td>
<td>1.00</td>
</tr>
<tr>
<td>Licensed Clinical Manager</td>
<td>1.00</td>
</tr>
<tr>
<td>Office Manager</td>
<td>1.00</td>
</tr>
<tr>
<td>Office Assistant</td>
<td>3.00</td>
</tr>
</tbody>
</table>
Office Assistant/Billing Specialist 1.00
Outcomes Analyst 1.00
Benefits Specialist 0.60
QI Administrator 0.11
Billing Administrator 0.10
Lead PSC 2.00
PSC 10.00
Intake/PSC 1.00
Licensed Therapist 1.00
PSC Housing 1.00
Lead Life Skills Coach/Education Employment Specialist 1.00
Life Skills Coach 2.00
Psychiatrist- Med Director 0.05
Nurse Practitioner 1.00
RN/LPT 1.00
RN 1.00
Pharmacist 0.20
Geriatric Psychiatrist (Subcontractor) 0.33

TOTAL DIRECT PROGRAM FTEs 30.64

L. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.
3. CONTRACTOR shall, during the term of the Contract, provide a minimum of twenty thousand three-hundred and ten (20,310) DSH, with a minimum of one thousand five-hundred and ninety (1,590) hours of medication support services and eighteen thousand seven-hundred and twenty (18,720) hours of other mental health, case management and/or crisis intervention services as outlined below.

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and eighty (180) Clients throughout the term of the Contract.

M. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1 - DHCS.

N. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

O. A limited number of clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

P. CONTRACTOR may augment 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 clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

Q. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

R. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number
of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
   a. Each staff member who no longer supports the Contract;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR; or
   d. Token is malfunctioning;
   e. Termination of this Contract.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

S. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.

VI. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.
2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees’ names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include the following:
   a. A description of CONTRACTOR's progress in implementing the provisions of this Contract,
   b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants,
   c. Voluntary and involuntary hospitalizations and special incidences,
   d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.
   e. Reporting of the numbers of Clients based upon their level of function in the MORs Level system,
   f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.
   g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.
2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

E. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-1 to the Contract.
Contract Summary Form

Telecare Corporation

General Population Full Service Partnership – Region A

SUMMARY OF SIGNIFICANT CHANGES

This is a renewal resulting from a solicitation by the Health Care Agency on December 23, 2016.

SUBCONTRACTORS

This contract allows for subcontracting pursuant to Section VIII. Delegation, Assignment and Subcontracts of the Agreement within the contract amount for the term specified.

This contract includes the following subcontractors or pass through to other providers.

<table>
<thead>
<tr>
<th>Subcontractor(s) Name</th>
<th>Service(s)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>Psychiatric Services</td>
<td>$549,560 maximum</td>
</tr>
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CONTRACT OPERATING EXPENSES

ADMINISTRATIVE COSTS

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Indirect Costs</td>
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<tr>
<td>SUBTOTAL ADMINISTRATIVE</td>
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</table>

PROGRAM COSTS

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<thead>
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<th>Service</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Salaries</td>
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<td>Benefits</td>
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<td>Subcontracts</td>
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<td>SUBTOTAL PROGRAM COSTS</td>
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GROSS COSTS

$4,698,831
### REVENUE

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>MHSA Medi-Cal</td>
<td>1,527,120</td>
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<tr>
<td>MHSA</td>
<td>1,644,951</td>
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<td><strong>TOTAL REVENUE</strong></td>
<td><strong>$4,698,831</strong></td>
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</tbody>
</table>

### MAXIMUM OBLIGATION

$4,698,831

- **Indirect Costs** – A percentage cost allocation applied to the total program costs as overhead that may include administrative support such as finance, human resources, and executive management.
Contract Summary Form

Telecare Corporation

General Population Full Service Partnership – Region B

SUMMARY OF SIGNIFICANT CHANGES

This is a renewal resulting from a solicitation by the Health Care Agency on December 23, 2016.

SUBCONTRACTORS

This contract allows for subcontracting pursuant to Section VIII. Delegation, Assignment and Subcontracts of the Agreement within the contract amount for the term specified.

This contract includes the following subcontractors or pass through to other providers.

<table>
<thead>
<tr>
<th>Subcontractor(s) Name</th>
<th>Service(s)</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Unknown</td>
<td>Psychiatric Services</td>
<td>$ 285,270 maximum</td>
</tr>
</tbody>
</table>

CONTRACT OPERATING EXPENSES

ADMINISTRATIVE COSTS

Indirect Costs $ 362,793

SUBTOTAL ADMINISTRATIVE $ 362,793

PROGRAM COSTS

Salaries $1,190,042

Benefits 308,744

Services & Supplies 378,788

Flex Funds 255,777

Subcontracts 285,270

SUBTOTAL PROGRAM COSTS $2,418,622

GROSS COSTS $2,781,415
REVENUE

Federal Medi-Cal $ 840,837
MHSA Medi-Cal 840,837
MHSA 1,099,741
TOTAL REVENUE $2,781,415

MAXIMUM OBLIGATION $2,781,415

• Indirect Costs – A percentage cost allocation applied to the total program costs as overhead that may include administrative support such as finance, human resources, and executive management.
Contract Summary Form

Telecare Corporation

General Population Full Service Partnership – Region C

SUMMARY OF SIGNIFICANT CHANGES

This is a renewal resulting from a solicitation by the Health Care Agency on December 23, 2016.

SUBCONTRACTORS

This contract allows for subcontracting pursuant to Section VIII. Delegation, Assignment and Subcontracts of the Agreement within the contract amount for the term specified.

This contract includes the following subcontractors or pass through to other providers.

<table>
<thead>
<tr>
<th>Subcontractor(s) Name</th>
<th>Service(s)</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Unknown</td>
<td>Psychiatric Services</td>
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CONTRACT OPERATING EXPENSES

ADMINISTRATIVE COSTS

Indirect Costs  $748,221

SUBTOTAL ADMINISTRATIVE  $748,221

PROGRAM COSTS

Salaries  $2,084,258

Benefits  572,145

Services & Supplies  836,683

Flex Funds  1,099,852

Subcontracts  395,200

SUBTOTAL PROGRAM COSTS  $4,988,137

GROSS COSTS  $5,736,358
Attachment 1

REVENUE

Federal Medi-Cal $ 800,000
MHSA Medi-Cal 800,000
MHSA 4,136,358
TOTAL REVENUE $5,736,358

MAXIMUM OBLIGATION $5,736,358

• Indirect Costs – A percentage cost allocation applied to the total program costs as overhead that may include administrative support such as finance, human resources, and executive management.
Contract Summary Form

Telecare Corporation

Collaborative Court Full Service Partnership

SUMMARY OF SIGNIFICANT CHANGES

This is a renewal resulting from a solicitation by the Health Care Agency on December 23, 2016.

SUBCONTRACTORS

This contract allows for subcontracting pursuant to Section VIII. Delegation, Assignment and Subcontracts of the Agreement within the contract amount for the term specified.

This contract includes the following subcontractors or pass through to other providers.

<table>
<thead>
<tr>
<th>Subcontractor(s) Name</th>
<th>Service(s)</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
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CONTRACT OPERATING EXPENSES

ADMINISTRATIVE COSTS

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<tr>
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PROGRAM COSTS

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<tr>
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GROSS COSTS $3,595,680
## REVENUE

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<td>MHSA Medi-Cal</td>
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<td>MHSA</td>
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<td><strong>TOTAL REVENUE</strong></td>
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## MAXIMUM OBLIGATION

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<tbody>
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<td>$3,595,680</td>
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- **Indirect Costs** — A percentage cost allocation applied to the total program costs as overhead that may include administrative support such as finance, human resources, and executive management.
Contract Summary Form

College Community Services

Criminal Justice Full Service Partnership Services

SUMMARY OF SIGNIFICANT CHANGES

This is a renewal resulting from a solicitation by the Health Care Agency on December 23, 2016.

SUBCONTRACTORS

This contract allows for subcontracting pursuant to Section VIII. Delegation, Assignment and Subcontracts of the Agreement within the contract amount for the term specified.

This contract includes the following subcontractors or pass through to other providers.

<table>
<thead>
<tr>
<th>Subcontractor(s) Name</th>
<th>Service(s)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unknown</td>
<td>Psychiatric Services</td>
<td>$134,680 maximum</td>
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CONTRACT OPERATING EXPENSES

ADMINISTRATIVE COSTS

- Indirect Costs $414,057
- SUBTOTAL ADMINISTRATIVE $414,057

PROGRAM COSTS

- Salaries $1,384,577
- Benefits 318,453
- Services & Supplies 455,902
- Flex Funds 466,770
- Subcontracts 134,680
- SUBTOTAL PROGRAM COSTS $2,760,381

GROSS COSTS $3,174,438
**REVENUE**

- Federal Medi-Cal $450,000
- MHSA Medi-Cal 450,000
- AB109 417,947
- MHSA 1,856,491

**TOTAL REVENUE** $3,174,438

**MAXIMUM OBLIGATION** $3,174,438

- **Indirect Costs** – A percentage cost allocation applied to the total program costs as overhead that may include administrative support such as finance, human resources, and executive management.
Contract Summary Form

College Community Services

Older Adult Full Service Partnership Services

SUMMARY OF SIGNIFICANT CHANGES
This is a renewal resulting from a solicitation by the Health Care Agency on December 23, 2016.

SUBCONTRACTORS
This contract allows for subcontracting pursuant to Section VIII. Delegation, Assignment and Subcontracts of the Agreement within the contract amount for the term specified.

This contract includes the following subcontractors or pass through to other providers.

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<thead>
<tr>
<th>Subcontractor(s) Name</th>
<th>Service(s)</th>
<th>Amount</th>
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CONTRACT OPERATING EXPENSES

ADMINISTRATIVE COSTS

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PROGRAM COSTS

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GROSS COSTS

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<td>$3,462,257</td>
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REVENUE

Federal Medi-Cal $ 484,716
MHSA Medi-Cal 484,716
MHSA 2,492,825
TOTAL REVENUE $3,462,257

MAXIMUM OBLIGATION $3,462,257

- Indirect Costs – A percentage cost allocation applied to the total program costs as overhead that may include administrative support such as finance, human resources, and executive management.
AGREEMENT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2017 THROUGH JUNE 30, 2020 JULY 1, 2020 THROUGH JUNE 30, 2021

THIS AGREEMENT entered into this 1st day of July 2017 (effective date), is by and between
the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and TELECARE
CORPORATION, a California for profit corporation (CONTRACTOR). COUNTY and
CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as
“Parties”. This Agreement shall be administered by the County of Orange Health Care Agency
(ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of General
Population Full Service Partnership Services described herein to the residents of Orange County; and
WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
conditions hereinafter set forth:
NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
herein, COUNTY and CONTRACTOR do hereby agree as follows:

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<td>III. Assignment of Debts</td>
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<td>IV. Compliance</td>
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<td>V. Confidentiality</td>
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<td>VI-VI. Conflict of Interest</td>
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<td>VI-VII. Cost Report</td>
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<tr>
<td>VII-VIII. Debarment and Suspension Certification</td>
<td>14</td>
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<tr>
<td>VIII-IX. Delegation, Assignment and Subcontracts</td>
<td>15</td>
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<tr>
<td>X. Dispute Resolution</td>
<td>17</td>
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<td>IX-XI. Employee Eligibility Verification</td>
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<td>X-XII. Equipment</td>
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<td>XI-XIII. Facilities, Payments and Services</td>
<td>19</td>
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<td>XII-XIV. Indemnification and Insurance</td>
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<td>XIII-XV. Inspections and Audits</td>
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<td>XIV-XVI. Licenses and Laws</td>
<td>24</td>
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<td>XV-XVII. Literature, Advertisements and Social Media</td>
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<td>XVI-XVIII. Maximum Obligation</td>
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<td>XVII-XIX. Minimum Wage Laws</td>
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<td>XI-XXIII. Notification of Public Events and Meetings</td>
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<td>XXIII-XXV. Payment Card Compliance</td>
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<td>XXV-XXVII. Research and Publication</td>
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<td>XXVI-XXVIII. Revenue</td>
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<td>XXVII-XXIX. Severability</td>
<td>36</td>
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<td>XXVIII-XXX. Special Provisions</td>
<td>36</td>
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<td>XXIX-XXXI. Status of Contractor</td>
<td>37</td>
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<td>XXX-XXXII. Term</td>
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## CONTENTS

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<td>II. Budget</td>
<td>42</td>
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<td>III. Payments</td>
<td>45</td>
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<td>IV. Reports</td>
<td>47</td>
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<td>V. Services</td>
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<td>VI. Staffing</td>
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XXXI. XXXIII. Termination ............................................................ 38
XXXII. XXXIV. Third Party Beneficiary  ................................................... 40
XXXIII. XXXV. Waiver of Default or Breach  ................................................... 40
                                              Signature Page ............................................................ 41
### REFERENCED CONTRACT PROVISIONS

**Term:** July 1, 2017 through June 30, 2020

- Period One means the period from July 1, 2017 through June 30, 2018
- Period Two means the period from July 1, 2018 through June 30, 2019
- Period Three means the period from July 1, 2019 through June 30, 2020

**Term:** July 1, 2017 through June 30, 2021

- Period One means the period from July 1, 2017 through June 30, 2018
- Period Two means the period from July 1, 2018 through June 30, 2019
- Period Three means the period from July 1, 2019 through June 30, 2020
- Period Four means the period from July 1, 2020 through June 30, 2021

### Maximum Obligation:

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<th>Period</th>
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<td>Period Four</td>
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<td><strong>TOTAL MAXIMUM OBLIGATION:</strong></td>
<td><strong>$14,096,493</strong></td>
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<thead>
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<th>Period</th>
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<tbody>
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<td>Period One</td>
<td>$4,698,831</td>
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<tr>
<td>Period Two</td>
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<td><strong>TOTAL MAXIMUM OBLIGATION:</strong></td>
<td><strong>$18,795,324</strong></td>
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**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 07-654-7363

**CONTRACTOR TAX ID Number:** 94-1735271

**Notices to COUNTY and CONTRACTOR:**

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COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: Leslie Davis
Senior Vice President, Chief Financial Officer
Telecare Corporation
1080 Marina Village Parkway, Suite 100
Alameda, CA 94501
ldavis@telecarecorp.com

//

ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A. ARRA American Recovery and Reinvestment Act
B. ASRS Alcohol and Drug Programs Reporting System
C. AES Advanced Encryption Standard
D. BCP Business Continuity Plan
E. CCC California Civil Code
F. CCR California Code of Regulations
G. CD/DVD Compact Disc/Digital Video or Versatile Disc
H. CEO County Executive Office
I. CFR Code of Federal Regulations
J. CIPA California Information Practices Act
K. CHPP COUNTY HIPAA Policies and Procedures
L. CHHS California Health and Human Services Agency
M. CHS Correctional Health Services
N. CMPPA Computer Matching and Privacy Protection Act
O. COI Certificate of Insurance
P. D/MC Drug/Medi-Cal
Q. DHCS Department of Health Care Services
R. DoD US Department of Defense
S. DPFS Drug Program Fiscal Systems
T. DRP Disaster Recovery Plan
U. DRS Designated Record Set
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II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR’s Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR’s Compliance Program, Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required
elements by ADMINISTRATOR’s Compliance Officer as described in this Paragraph IV (COMPLIANCE). These elements include:

a. Designation of a Compliance Officer and/or compliance staff.
b. Written standards, policies and/or procedures.
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 acknowledge to 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 Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures review 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 Agreement. 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 Agreement 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 Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. 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 and/or any other list or system as
identified by the ADMINISTRATOR.

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 Paragraph IV (COMPLIANCE), Covered Individuals includes all
employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
health care items or services or who perform billing or coding functions on behalf of
ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
work more than one hundred sixty (160) hours per year; except that any such individuals shall become
Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
made aware of ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and
procedures (or CONTRACTOR’s own compliance program, code of conduct and related policies and
procedures if CONTRACTOR has elected to use its own).

2. An Ineligible Person shall be any individual or entity who:
   a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
      federal and state health care programs; or
   b. has been convicted of a criminal offense related to the provision of health care items or
      services and has not been reinstated in the federal and state health care programs after a period of
      exclusion, suspension, debarment, or ineligibility.

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
Agreement.

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
State of California health programs and have not been excluded or debarred from participation in any
federal or state health care programs, and to further represent to CONTRACTOR that they do not have
any Ineligible Person in their employ or under contract.

5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state health care
program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precautions to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR’s right to terminate this Agreement on the basis of such default.

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V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients of the Orange County Mental Health services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6, relating to confidentiality of medical information.

3. In the event of a collaborative service agreement between Mental Health services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.”

VII. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period
for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

   a. CONTRACTOR may be assessed a late penalty of five hundred dollars ($500) for each business day after the above specified due date that the accurate and complete individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual and/or consolidated Cost Report due COUNTY by CONTRACTOR.

   b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the individual and/or consolidated Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete individual and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.

B. The individual and/or consolidated Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if any.
C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY’s Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to CONTRACTOR.

E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the Cost Report the services rendered with such revenues.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _________ for the cost report period beginning _________ and ending _________ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed ____________________________

Name ______________________________

Title ________________________________

Date ________________________________"

. 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 Agreement 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 Agreement 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.

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.
Any attempted assignment or delegation in derogation of this paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
prior written consent of COUNTY.

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If CONTRACTOR is a governmental organization, any change in another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.

C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.

1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days’ written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

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DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Contract.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not
limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

XII. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively Permanent” is defined as having a useful life of one year or longer. Equipment which costs $5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than $600 but may contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of...
G. Unless this Agreement is followed without interruption by another agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction of the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XIV. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of $50,000 ($5,000 for automobile liability) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR’s, its agents, employee’s or subcontractor’s performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR’s SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall constitute a breach of CONTRACTOR’s obligation hereunder and grounds for COUNTY to terminate this Agreement.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the Best’s Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California 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.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers’ Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Sexual Misconduct Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

H. 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.

I. 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, employees,
      and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY
      WRITTEN AGREEMENT.
b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:
   a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
   b. A primary and non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

K. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate this Agreement.

M. If CONTRACTOR’s Professional Liability and/or Network Security & Privacy Liability are “Claims Made” policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.

N. The Commercial General Liability policy shall contain a “severability of interests” clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this Agreement by COUNTY.

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Q. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

R. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
   a. Prior to the start date of this Agreement.
   b. No later than the expiration date for each policy.
   c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.

2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
   a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
   b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
   c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR’s monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XV. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in
Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and
regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
calendar days of receipt.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
financial, programmatic or any other type of audit of CONTRACTOR’s operations, whether or not the
cost of such operation or audit is reimbursed in whole or in part through this Agreement.

XVI. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
required by the laws, regulations and requirements of the United States, the State of California,
COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the

pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
   a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;
   b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
   c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;
   d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
2. WIC, Division 5, Community Mental Health Services.
3. WIC, Division 6, Admissions and Judicial Commitments.
4. WIC, Division 7, Mental Institutions.
5. HSC, §§1250 et seq., Health Facilities.
7. CCR, Title 9, Rehabilitative and Developmental Services.
8. CCR, Title 17, Public Health.
9. CCR, Title 22, Social Security.
10. CFR, Title 42, Public Health.
11. CFR, Title 45, Public Welfare.
12. USC Title 42. Public Health and Welfare.
13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

D. CONTRACTOR shall at all times be capable and authorized by the State of California to provide treatment and bill for services provided to Medi-Cal eligible clients while working under the terms of this Agreement.

XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media P&Ps and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use P&Ps as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.
XVIII. MAXIMUM OBLIGATION

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.

 MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XX. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers’ representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a client or potential client any service, benefit, or accommodation.

2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.

3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or COUNTY’s Patients’ Rights Office.

1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

   a. COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

   b. Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be informed of their right to access the Patients’ Rights Office at any time.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

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. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;
2. When faxed, transmission confirmed;
3. When sent by E-Mail; or
4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.
b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.

C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve clients or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

. PATIENT’S RIGHTS

A. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance process approved by ADMINISTRATOR, to which the beneficiary shall have access.

1. CONTRACTOR’s grievance process shall incorporate COUNTY’s grievance, patients' rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.

2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients’ Rights Office. The Patients’ Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR’S Director of Behavioral Health Care and the State Patients’ Rights Office.

C. The Parties agree that Clients have recourse to initiate an expression of dissatisfaction to CONTRACTOR, appeal to the County Patients’ Rights Office, file a grievance, and file a Title IX complaint. The Patients’ Advocate shall advise and assist the Client, investigate the cause of the
grievance, and attempt to resolve the matter.

D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of County Patients’ Rights Office pursuant to Welfare and Institutions Code Section 5500.

**PAYMENT CARD COMPLIANCE**

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.”

**RECORDS MANAGEMENT AND MAINTENANCE**

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider.
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

J. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years following discharge of the client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

L. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

M. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

“A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered health care provider:

1. The medical records and billing records about individuals maintained by or for a covered health care provider.
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.”

XXVII. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication.

A. REVENUE

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided. No client shall be denied services because of an inability to pay.

B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be
eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Agreement.

. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

XXX. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Supplanting current funding for existing services.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
   1. Funding travel or training (excluding mileage or parking).
   2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
   3. Payment for grant writing, consultants, certified public accounting, or legal services.
   4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
   5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
   6. Providing inpatient hospital services or purchasing major medical equipment.
   7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner to be COUNTY’s employees.

XXXII. TERM

A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, 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 Agreement on a weekend or holiday may be performed on the next regular business day.

XXXIII. TERMINATION

A. Either Party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other Party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. COUNTY may terminate this Agreement 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 Agreement.
   5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
   6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
   7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING
   1. Any obligation of COUNTY under this Agreement is contingent upon the following:
      a. The continued availability of federal, state and county funds for reimbursement of COUNTY’s expenditures, and
      b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
   2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days’ written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

F. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

3. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client’s best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

9. Provide written notice of termination of services to each client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
XXXIV. THIRD PARTY BENEFICIARY

Neither Party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services pursuant to this Agreement.

XXXV. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.
IN WITNESS WHEREOF, the Parties have executed this Agreement, in the County of Orange, State of California.

TELECARE CORPORATION

BY: ____________________________ DATED: ____________________________

TITLE: ____________________________

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.
EXHIBIT A
TO THE AGREEMENT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2017 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

   A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

   1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

   5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

      a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

      b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

      c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in
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. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Clients 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

7. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case management, linkage, follow ups for individuals evaluated.

8. Certified Reviewer means an individual that obtains certification by completing all requirements set forth in the Authority and Quality Improvement Services Reviewer Training Verification Sheet.

9. Client or Member means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Agreement, who experiences chronic mental illness.

10. 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.

11. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates 24 hours a day that services Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

12. CSW means Clinical Social Worker and refers to an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

13. Data Collection Reporting (DCR) System means a software designed for collection, tracking and reporting outcomes data for Clients enrolled in the FSP Programs.

a. 3 M’s means the Quarterly Assessment Form that is completed for each Client every three months in the approved data collection system.

b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Clients’ perspective which will improve
understanding of Clients’ needs and desires towards furthering their Recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

14. Diagnosis means the definition of the nature of the Client’s disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

16. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

17. Face to Face means an encounter between Client and provider where they are both physically present.

18. 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 Clients 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 Client, 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 Client to staff ratio

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will be in the range of fifteen to twenty (15–20) to one (1), ensuring relationship building and intense service delivery.

a. 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) Client 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.

b. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the Client in their current community setting and will develop a supportive relationship with the individual served. Substance use treatment will be integrated into services and provided by the Client’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 Client’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 Clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 

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individual is also responsible for assisting Clients with applications to low income housing, housing
subsidies, senior housing, etc.

20. Individual Services and Support Funds—Flexible Funds means funds intended for use to
provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment
of their mental illness and their overall quality of life. Flexible Funds are generally categorized as
housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are
individualized and appropriate to support Client’s mental health treatment activities.

21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes
an evaluation to determine if the Client meets program criteria and is willing to seek services.

22. Intern means an individual enrolled in an accredited graduate program accumulating
clinically supervised work experience hours as part of field work, 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.

23. 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.

24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing
employment opportunities for the Clients and matching the job to the Client’s strengths, abilities,
desires, and goals. This position will also integrate knowledge about career development and job
preparation to ensure successful job retention and satisfaction of both employer and employee.

25. Linkage means to assist and individual to connect with a referral.

26. Medical Necessity means the requirements as defined in the COUNTY MHP Medical
Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,
Impairment Criteria and Intervention Related Criteria.

27. Member Advisory Board means a member driven board which shall direct the activities,
provide recommendations for ongoing program development, and create the rules of conduct for the
program.

28. Mental Health Services means interventions designed to provide the maximum reduction of
mental disability and restoration or maintenance of functioning consistent with the requirements for
learning, development and enhanced self-sufficiency. Services shall include:

a. Assessment means a service activity, which may include a clinical analysis of the
history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural
issues and history, Diagnosis and the use of testing procedures.

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b. Collateral means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.

c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance use disorders from the same practitioner or treatment team.

d. Crisis Intervention means a service, lasting less than twenty four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

f. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education.

g. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

h. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

29. Mental Health Worker means an individual that assists in planning, developing and evaluating mental health services for Clients; provides liaison between Clients and service providers; and has obtained a Bachelor’s degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client-related services to Clients experiencing mental health, and substance use disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

30. MFT means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.
31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management studies.

32. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

33. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

34. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

35. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

36. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

37. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

38. Peer Recovery Specialist/Counselor means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

39. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

40. PHI means Personal Health Information and refers to individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental
41. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waivered in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

42. Plan Coordinator means an MHS, CSW, or MFT that provides mental, crisis intervention and case management services to those Clients who seek services in the COUNTY operated outpatient programs.

43. Pre-Licensed Therapist means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

44. Program Director means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

45. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

46. Promotores mean individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

47. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

48. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

49. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.
50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high risk” Medi Cal Clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

51. Recovery means a process of change through which individuals improve their health and wellness, live a self directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:

- Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;
- Home: A stable and safe place to live;
- Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
- Community: Relationships and social networks that provide support, friendship, love, and hope.

52. Referral means the act of sending an individual to another person or place for services, help, advice, etc.

53. SUD means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

54. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally-appropriate, and Client-centered approach.

55. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

56. Token means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

57. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.
58. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one on one” vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

59. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

II. BUDGET

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budget, which are set forth for informational purposes only and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and CONTRACTOR.

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B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A to the Agreement includes Indirect Costs not to exceed fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

C. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Agreement, 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.

E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of approximately forty-five percent (45%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.

F. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.

3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form...
approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:

a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental agreements, general ledgers needs documented in Client’s treatment plan;

d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

e. Statement indicating that no single Flexible Funds expenditure, in excess of $1,000, shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the $1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;

g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, $5,000 supply on-hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and time limited in nature and only utilized while more appropriate housing is being located. Pre-purchas
of motel rooms shall be tracked and logged upon purchase and disbursement;

i. Statement indicating that Flexible Funds are not to be used for housing for Clients that have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by ADMINISTRATOR;

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and

k. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

G. 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 Clients, 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.

H. 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 generally accepted principles of accounting, 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 Agreement, must be reflected in CONTRACTOR’s financial records.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $391,569 per month for Period One, Period Two, and Period Three. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement 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
Agreement; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. 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 invoice 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) 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 twenty-one (21) calendar days after receipt of the correctly completed invoice.

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 Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.
IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include the following:

   a. A description of CONTRACTOR's progress in implementing the provisions of this Agreement,
   b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants,
   c. Voluntary and involuntary hospitalizations and special incidences,
d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.

e. Reporting of the numbers of Clients based upon their level of function in the MORs Level system.

f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.

g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY.

CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

E. ADDITIONAL REPORTS—Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities(122,178),(877,697) as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

V. SERVICES

A. FACILITY—CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of General Population Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

TAO North
2531 West Woodland Dr.
Anaheim, CA  92801

#
1. The facility shall include space to support the services identified within the Agreement.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, the CONTRACTOR shall operate extended hours at least two (2) evenings or day per week and provide limited weekend services and activities to accommodate Clients’ needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED - Seriously and persistently mentally ill adults, ages eighteen (18) years and older and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:

1. Homelessness or at risk of homelessness;

2. At risk of institutionalization or hospitalization;

3. Co occurring substance use disorders; or

4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES – CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:

1. Ensuring Cultural Considerations - CONTRACTOR shall tailor services to the Clients’ worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients’ identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients’ stages of Recovery to ensure that Clients are “fully served.”
4. Outreach and Engagement—CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need services.

5. Welcoming Environments—CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change—CONTRACTOR shall effect change by first focusing interventions based on Clients’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery—CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports—CONTRACTOR shall assist Clients in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building—CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach—CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self-Management—CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders—CONTRACTOR shall integrate substance use and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance use interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance use disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy—CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.
14. Reconnecting with Family—CONTRACTOR shall facilitate the Recovery process and add an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration—CONTRACTOR shall work with Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and increasing their opportunities to meet new people as Clients Recovery progresses.

16. Education, Employment and Volunteering—CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System—CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care—CONTRACTOR shall ensure all FSP Clients have access to needed comprehensive health care. Access to these services is particularly critical since mental health Clients often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration—CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure—CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff—CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Clients is transformational and not only helps Clients give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options—CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to develop the confidence to move to lower levels of care or full community integration.

24. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving desired results. These results will be made available to COUNTY and the general public via the MHSA website, quarterly outcome focused management meetings and public forums upon request and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES—CONTRACTOR’s program shall include, but not be limited to,
following services under the provision of FSP services:

1. **Crisis Intervention and Management Services:** Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

2. **Medication Support Services:** Evaluate need for medication, clinical effectiveness, side effects of medication and obtaining informed consent.
   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons when indicated.
   b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client's community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.
   c. Medication support services may occur in the office or in the field.

3. **Co-Occurring Services:** Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance use research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. The ASAM screening tool shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living or outpatient treatment.

4. **Vocational and Educational Services:** As part of the continuum of Recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.
   a. **Educational Services:** Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers' aides to ease the anxiety of a new Client returning to continue educational goals.
   b. **Pre-Vocational Groups:** Clients may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally
related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.

c. Job Coaching/Developing: An Employment Specialist is to assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. Family and Peer Support Services:
   a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client’s natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Clients in their Recovery.
   b. Supportive Socialization and Meaningful Community Roles. CONTRACTOR shall provide client-centered services that will support Clients in their recovery, self-sufficiency and development of meaningful life activities and relationships.

6. Transportation Services: These services may include, but not be limited to: provision of bus tickets; transportation to appointments deemed necessary for the Client care; or transportation for emergency psychiatric evaluation or treatment.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who have not been able to manage their finances independently. These clients include those that have funding, but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.

8. On-call Services: The program shall provide on-call coverage. Clinicians must be available twenty four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits Specialist to assist clients in accessing financial benefits and/or entitlements. The specialist shall be knowledgeable of entitlements, such as SSI/SSDI, Cal Fresh, General Relief, and will work with clients to gather records, completed application process, and secure entitlements.

10. Housing Services: CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership clients. This service category includes a comprehensive needs assessment, linkage, placement, and ongoing support to sustain and appropriate level of housing.
CONTRACTOR shall prioritize obtaining appropriate housing for individuals immediately upon enrollment, and throughout the recovery process. All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Clients. Housing services may include:

a. Emergency Housing — Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency housing is part of the “Housing First” model continuum and is required during the initial assessment.

b. Motel Housing — For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Flexible Funds Paragraph of this Exhibit A.

c. Bridge Housing — For individuals who will benefit from an intermediate step between shelter and permanent housing. Bridge housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTORS may look into housing options such as master leasing.

d. Permanent Housing — Obtaining permanent housing is an overarching goal for all FSP members and requires residents to have their own unit or bedroom. Permanent housing includes but is not limited to Shelter Plus Care Vouchers, independently paid homes/apartments, and County based housing projects.

e. Residential Substance Use Treatment Programs and Sober Living Homes as a housing option shall be available when appropriate to provide the member the highest probability of success towards recovery.

11. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical needs of the Client. CONTRACTOR shall routinely coordinate care planning and treatment with the primary care physician through obtaining records and consultation. CONTRACTOR shall provide to the Primary Care Provider when indicated.

12. Peer-Run Center — CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide client input into program development and quality improvement.

13. Group Services — CONTRACTOR shall offer a variety of groups based on Client interest
and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life Skills Building, and Speaker Meetings, etc.

14. Meaningful Community Roles — CONTRACTOR shall assist each member to identify some meaningful role in his/her life that is separate from the mental illness. Clients need to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to their mental illness.

15. Intensive Case Management Service — CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

2. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.

3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.

4. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g., jails or clinics (forty-eight [48] hours).

5. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.

6. CONTRACTOR shall have an identified individual who shall:
   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;
   b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;
   c. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Agreement;
   d. Oversee all aspects of the clinical services of the Recovery program;
   e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;
   f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and
g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.

7. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.

8. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

9. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

10. CONTRACTOR shall ensure compliance with workload standards and productivity.

11. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program. Discharge of clients from the program shall be determined by the client’s movement along the recovery continuum and shall be a coordinated effort between the ADMINISTRATOR and CONTRACTOR when indicated.

12. CONTRACTOR shall submit corrective action plans upon request.

13. CONTRACTOR shall comply with ADMINISTRATOR P&Ps.

14. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred for admission.

F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

G. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.

H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Agreement to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Agreement.

J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in
achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory
progress, compliance with P&Ps, review of statistics and clinical services;

3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY
administrative staff—

K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide
to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to
accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-
annually at a minimum for updates. Policies will include but not be limited to the following:

1. Admission Criteria and Admission Procedure
2. Assessments and Individual Service Plans
3. Crisis Intervention/Evaluation for Involuntary Holds
4. Handling Non-Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring
6. Community Integration/Case Management/Discharge Planning
7. Documentation Standards
8. Quality Management/Performance Outcomes
9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

L. CONTRACTOR shall provide initial and on-going training and staff development that includes
but is not limited to the following:

1. Orientation to the program’s goals, P&Ps
2. Training on subjects as required by state regulations
3. Recovery philosophy, Client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance abuse and dependence
6. Motivational interviewing
7. EBPs that support recovery

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
recording, and reporting portion of the agreement with the COUNTY, including but not limited to the
following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure
that any subcontractor(s) possesses the qualifications and capacity to perform all delegated
responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated
to this program:
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Agreement;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

N. 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.

O. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

P. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

Q. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

R. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

S. PERFORMANCE OUTCOMES—CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Agreement.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Agreement.
4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Agreement.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Agreement.

6. One (1) through five (5) in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

7. CONTRACTOR shall track the number of Clients at various stages on the MORS.

8. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

T. DATA CERTIFICATION — CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA — Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

2. TRANSFER UTILITY — CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

U. DATA CERTIFICATION — POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Agreement. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Agreement, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Agreement.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.
4. CONTRACTOR shall have an identified individual who shall:
   a. Review the approved data collection database for accuracy and to ensure that each field is completed;
   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
   c. Review the approved data collection system reports to identify trends, gaps and quality of care;
   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and
   e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.
   f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

VI. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.
D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Agreement.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training and Annual Compliance Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

I. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

J. CONTRACTOR, including each employee that provides services under the Agreement, will obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty (40) hours work per week.

<table>
<thead>
<tr>
<th>DIRECT PROGRAM</th>
<th>FTEs</th>
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<tbody>
<tr>
<td>Regional Director of Operations</td>
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<tr>
<td>Program Administrator</td>
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<td>Driver</td>
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<tr>
<td>Data Mining and Analysis Specialist</td>
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<td>Regional IS Business Manager</td>
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<tr>
<td>Medical Records/Tech</td>
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<tr>
<td>Quality Coordinator/Trainer</td>
<td>1.00</td>
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<tr>
<td>Regional IT Support Analyst</td>
<td>0.10</td>
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III. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of thirty thousand two hundred and eighty-eight (30,288) DSH, with a minimum of two thousand one hundred (2,100) hours of medication support services and twenty-eight thousand one hundred and eighty-eight (28,188) hours of other mental health, case management and/or crisis intervention services as outlined below.

4. CONTRACTOR shall maintain an active and ongoing caseload of two hundred and thirty-five (235) Clients throughout the term of the Agreement.

M. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 – Rehabilitative and Developmental Services, Division 1 – DHCS.

N. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.
O. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

P. CONTRACTOR may augment 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 clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

Q. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

R. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

S. TOKENS — ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:

   a. Each staff member who no longer supports the Agreement;

   b. Each staff member who no longer requires access to IRIS;

   c. Each staff member who leaves employment of CONTRACTOR; or

   d. Token is malfunctioning;

   e. Termination of this Agreement.
5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

7. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.
EXHIBIT A-1

TO THE CONTRACT FOR PROVISION OF

GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES

BETWEEN

COUNTY OF ORANGE

AND

TELECARE CORPORATION

JULY 1, 2020 THROUGH JUNE 30, 2021

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 Clients are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

   a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

   b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

   c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in...
practitioners 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. Case Management Linkage Brokerage means a process of identification, assessment of
need, planning, coordination and linking, monitoring and continuous evaluation of Clients 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 Client in the assessment, determination of need and securing of adequate and
appropriate living arrangements.

7. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any
adult who has a psychiatric emergency. This program assists law enforcement, social service agencies,
and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary
program that conducts risk assessments, initiates involuntary hospitalizations, and provides case
management, linkage, follow ups for individuals evaluated.

8. Certified Reviewer means an individual that obtains certification by completing all
requirements set forth in the Authority and Quality Improvement Services Reviewer Training
Verification Sheet.

9. Client or Member means an individual, referred by COUNTY or enrolled in
CONTRACTOR’s program for services under the Contract, who experiences chronic mental illness.

10. 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.

11. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that
operates 24 hours a day that services Orange County residents, aged 18 and older, who are experiencing
a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation,
crisis stabilization treatment, and referral to the appropriate level of
continuing care. As a designated outpatient facility, the CSU may evaluate and treat clients for no
longer than 23 hours.

12. CSW means Clinical Social Worker and refers to an individual who meets the minimum
professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of
post-master’s clinical experience in a mental health setting.

13. Data Collection Reporting (DCR) System means a software designed for collection,
tracking and reporting outcomes data for Clients enrolled in the FSP Programs.

a. 3 M’s means the Quarterly Assessment Form that is completed for each Client every
three months in the approved data collection system.

b. Data Mining and Analysis Specialist means a person who is responsible for ensuring
the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as
working on strategies for gathering new data from the Clients’ perspective which will improve understanding of Clients’ needs and desires towards furthering their Recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

14. Diagnosis means the definition of the nature of the Client's disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

16. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

17. Face-to-Face means an encounter between Client and provider where they are both physically present.

18. 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 Clients 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 Client, 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 Client to staff ratio will be in the range of
fifteen to twenty (15–20) to one (1), ensuring relationship building and intense service delivery.

a. 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) Client 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.

b. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the Client in their current community setting and will develop a supportive relationship with the individual served. Substance use treatment will be integrated into services and provided by the Client’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 Client’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 Clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 Clients with applications to low income housing, housing subsidies, senior housing, etc. This individual is responsible for keeping abreast of the continuum of
housing placements as well as Fair Housing laws and guidelines. This individual is responsible for understanding the procedures involved in housing placement, including but not limited to: the referral process, Coordinated Entry System, Licensed Residential placements, and temporary housing placements.

20. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Client’s mental health treatment activities.

21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes an evaluation to determine if the Client meets program criteria and is willing to seek services.

22. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, 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.

23. 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.

24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

25. Linkage means to assist and individual to connect with a referral.

26. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

27. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the rules of conduct for the program.

28. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.
b. **Collateral** means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.

c. **Co-Occurring Integrated Treatment Model** means, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance use disorders from the same practitioner or treatment team.

d. **Crisis Intervention** means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

e. **Medication Support Services** means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

f. **Rehabilitation Service** means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

g. **Targeted Case Management** means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

h. **Therapy** means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

29. **Mental Health Worker** means an individual that assists in planning, developing and evaluating mental health services for Clients; provides liaison between Clients and service providers; and has obtained a Bachelor’s degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client related services to Clients experiencing mental health, and substance use disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

30. **MFT** means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.
31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management studies.

32. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

33. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

34. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

35. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

36. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

37. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

38. Peer Recovery Specialist/Counselor means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

39. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

40. PHI means Personal Health Information and refers to individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental...
health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

41. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

42. Plan Coordinator means an MHS, CSW, or MFT that provides mental, crisis intervention and case management services to those Clients who seek services in the COUNTY operated outpatient programs.

43. Pre-Licensed Therapist means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

44. Program Director means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

45. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

46. Promotores means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

47. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

48. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

49. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.
50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

51. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:

a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;

b. Home: A stable and safe place to live;

c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and

d. Community: Relationships and social networks that provide support, friendship, love, and hope.

52. Referral means the act of sending an individual to another person or place for services, help, advice, etc.

53. SUD means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

54. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach. The Supportive Housing PSC will support all MHSA residents living in the assigned housing project, whether or not the tenant is receiving services from the on-site ESP. The Supportive Housing PSC will work with Property Manager, MHSA Housing County monitor, Resident Clinical Service Coordinator, and other support services located on-site. This individual will provide services that support housing sustainability for MHSA tenants and will be active in supporting and implementing a Full Service Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

55. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.
56. Token means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

57. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

58. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one on one” vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

59. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

### B. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A-1 to the Contract and the following budget, which are set forth for informational purposes only and may be adjusted by mutual Contract, in writing, of ADMINISTRATOR and CONTRACTOR.

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</table>

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### B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in

Subparagraph II.A. of this Exhibit A-1 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.

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### C. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and

shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

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### D. 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.

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### E. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Contract. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Contract, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.

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<tr>
<td><strong>TOTAL BUDGET</strong></td>
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</table>
3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:

   a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

   b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

   c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental Contracts, general ledgers needs documented in Client’s treatment plan;

   d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

   e. Statement indicating that no single Flexible Funds expenditure, in excess of $1,000, shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the $1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

   f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;

   g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, $5,000 supply on-hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;
h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase of motel rooms shall be tracked and logged upon purchase and disbursement;

i. Statement indicating that Flexible Funds are not to be used for housing for Clients that have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by ADMINISTRATOR;

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and

k. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

F. 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 Clients, 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.

G. 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 generally accepted principles of accounting, 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.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A-1 to the Contract.

PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $391,569 per month. All payments are interim payments only, and 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-1 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated 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 invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., 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 invoice 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) 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 twenty-one (21) calendar days after receipt of the correctly completed invoice.

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 and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-1 to the Contract.
REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include the following:

   a. A description of CONTRACTOR's progress in implementing the provisions of this Contract.

   b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants.

   c. Voluntary and involuntary hospitalizations and special incidences.
d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.

e. Reporting of the numbers of Clients based upon their level of function in the MORs Level system.

f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.

g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY.

CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

E. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-1 to the Contract.

. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of General Population Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

TAO North
2531 West Woodland Dr.
Anaheim, CA 92801
1. The facility shall include space to support the services identified within the Contract.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, the CONTRACTOR shall operate extended hours at least two (2) evenings or day per week and provide limited weekend services and activities to accommodate Clients’ needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED - Seriously and persistently mentally ill adults, ages eighteen (18) years and older and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:

1. Homelessness or at risk of homelessness;
2. At risk of institutionalization or hospitalization;
3. Co-occurring substance use disorders; or
4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES – CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:

1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Clients’ worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients’ identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients’ stages of Recovery to ensure that Clients are “fully served.”

4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by
brining individuals successfully into the FSP as well as to retain Clients in the FSP while they need services.

5. Welcoming Environments – CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing interventions based on Clients’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports – CONTRACTOR shall assist Clients in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building – CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach – CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders – CONTRACTOR shall integrate substance use and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance use interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance use disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.
14. Reconnecting with Family – CONTRACTOR shall facilitate the Recovery process and add
an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with
Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more
heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and
increasing their opportunities to meet new people as Clients Recovery progresses.

16. Education, Employment and Volunteering – CONTRACTOR shall work with Clients to
engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System – CONTRACTOR shall minimize
Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Clients
have access to needed comprehensive health care. Access to these services is particularly critical since
mental health Clients often have undiagnosed and untreated medical conditions that result in chronic
medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination
of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful
discharge.

20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP
team as a whole in treatment and service planning.

21. Use of Peer Staff – CONTRACTOR shall maintain the ability to develop and utilize peers
who are knowledgeable about the needs of Clients. CONTRACTOR shall identify meaningful roles for
peer employees as part of a FSP team. Employing Clients is transformational and not only helps Clients
give back to the system that helped them recover, but also, if done with care, will reduce the stigma
associated with mental illness.

22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall establish
safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as
validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow
through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to
develop the confidence to move to lower levels of care or full community integration.

24. Evidence-Based Practices – CONTRACTOR shall focus on using EBPs whenever possible,
including, but not limited to, the Assertive Community Treatment model, which embraces a “whatever it
takes” approach to remove barriers for individuals to access the support needed to fully integrate into the
community.

25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that
all components of MHSA FSP philosophy, as outlined above, are successfully implemented and
achieving desired results. These results will be made available to COUNTY and the general public via:
the MHSA website, quarterly outcome focused management meetings and public forums upon request and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES – CONTRACTOR’s program shall include, but not be limited to, the following services under the provision of FSP services:

1. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.


   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons when indicated.

   b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client’s community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.

   c. Medication support services may occur in the office or in the field.

3. Co-Occurring Services: Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance use research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living or outpatient treatment. As appropriate, CONTRACTOR shall collaborate with community support groups to include hosting self-help groups such as Alcoholics Anonymous and Narcotics Anonymous to provide Clients with an avenue for full recovery.

4. Vocational and Educational Services: As part of the continuum of Recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.
a. Educational Services: Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers’ aides to ease the anxiety of a new Client returning to continue educational goals.

b. Pre-Vocational Groups: Clients may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.

c. Job Coaching/Developing: An Employment Specialist is to assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. Family and Peer Support Services:

a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Clients in their Recovery.

b. Supportive Socialization and Meaningful Community Roles. CONTRACTOR shall provide client-centered services that will support clients in their recovery, self-sufficiency and development of meaningful life activities and relationships.

6. Transportation Services: These services may include, but not be limited to: provision of bus tickets. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall provide transportation to any treatment or court related appointments deemed necessary for the Client care; transportation for emergency psychiatric evaluation or treatment, and transportation for the provision of any case management services. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpools, or other means of transportation whenever possible.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who have not been able to manage their finances independently. These clients include those that have
funding, but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.

8. On-call Services: The program shall provide on-call coverage. Clinicians must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated. CONTRACTOR shall ensure that all Clients are provided with the on-call phone number and know how to access the on-call services as needed.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits Specialist to assist clients in accessing financial benefits and/or entitlements. The specialist shall be knowledgeable of entitlements, such as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will work with clients to gather records, completed application process, and secure entitlements.

10. Housing Services: CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership clients. This service category includes a comprehensive needs assessment, linkage, placement, and ongoing support to sustain and appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing provider. All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Clients. Housing services may include:

   a. Emergency Housing – Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency housing is part of the “Housing First” model continuum and is required during the initial assessment phase.

   b. Motel Housing – For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Flexible Funds Paragraph of this Exhibit A-1.

   c. Bridge Housing – For individuals who will benefit from an intermediate step between shelter and permanent housing. Bridge housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTORS may look into housing options such as master leasing.

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d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP members and requires residents to have their own unit or bedroom. Permanent housing includes but is not limited to Shelter Plus Care Vouchers, independently paid homes/apartments, and County based housing projects.

e. Residential Substance Use Treatment Programs and Sober Living Homes as a housing option shall be available when appropriate to provide the member the highest probability of success towards recovery.

11. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical needs of the Client. CONTRACTOR shall routinely coordinate care planning and treatment with the primary care physician through obtaining records and consultation. CONTRACTOR shall provide to the Primary Care Provider when indicated.

12. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide client input into program development and quality improvement.

13. Group Services – CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life Skills Building, and Speaker Meetings, etc.

14. Meaningful Community Roles – CONTRACTOR shall assist each member to identify some meaningful role in his/her life that is separate from the mental illness. Clients need to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to their mental illness.

15. Intensive Case Management Service – CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

16. Rehabilitation Services and Therapy - CONTRACTOR shall provide rehabilitation services to assist Clients to improve, maintain, or restore their functional skills such as daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education. Rehabilitation and therapy may be provided individually, in a group, or with family members.

17. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care approach in the delivery of behavioral health services.
a. A trauma-informed approach includes an understanding of trauma and an awareness of
the impact it can have across settings, services, and populations; it involves viewing trauma through an
ecological and cultural lens and recognizing that context plays a significant role in how individuals
perceive and process traumatic events; and it involves four key elements:

1) Realizes the widespread impact of trauma and understands potential paths for
recovery;

2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others
involved with the system;

3) Responds by fully integrating knowledge about trauma into policies, procedures, and
practices; and

4) Seeks to actively resist re-traumatization.

b. Trauma-informed care which refers to a strengths-based service delivery approach that
is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes
physical, psychological, and emotional safety for both providers and individuals served, and that creates
opportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed
care model is built on the following core values and principles:

1) Safe, calm and secure environment with supportive care

2) System wide understanding of trauma prevalence, impact, and trauma-informed care

3) Cultural competence

4) Consumer voice, choice and self-advocacy

5) Recovery, client-driven and trauma specific services

6) Healing, hopeful, honest and trusting relationships

c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed
culture. This includes focusing on organizational activities that foster the development of a trauma-
formed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training
on evidence-based and emerging trauma-informed best practices; developing competencies specific to
trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and
preventing and treating secondary trauma.

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

2. CONTRACTOR shall coordinate with COUNTY, other providers, and community
resources.

3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved
with individual Clients including family members and significant others, employers, and
COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole
and Social Services.
4. ADMINISTRATOR shall have monthly management meetings with CONTRACTOR who will report on program development, resources, housing, barriers, and budgets.

5. CONTRACTOR shall provide culturally sensitive personal service coordination in English, Spanish, Vietnamese, Farsi, Arabic, and Korean. CONTRACTOR shall work with the COUNTY or other interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate engagement and to serve Clients in other Asian languages and ASL is highly desirable.

6. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g., jails or clinics (forty-eight [48] hours).

7. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at the end of year.

8. CONTRACTOR shall have an identified individual who shall:
   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;
   b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;
   c. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Contract;
   d. Oversee all aspects of the clinical services of the Recovery program;
   e. Coordinate with in-house clinicians, medical director, and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;
   f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion, and request for change of CONTRACTOR; and
   g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.

9. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.

10. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

11. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

12. CONTRACTOR shall ensure compliance with workload standards and productivity.

13. CONTRACTOR shall review and approve all admissions, discharges from the program and
extended stays in the program. Discharge of clients from the program shall be determined by the client’s movement along the recovery continuum and shall be a coordinated effort between the ADMINISTRATOR and CONTRACTOR when indicated.

14. CONTRACTOR shall submit corrective action plans upon request.

15. CONTRACTOR shall comply with ADMINISTRATOR Guidelines and P&Ps.

16. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred for admission.

F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

G. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.

H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Contract to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Contract.

J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:
   1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.
   2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P’s, review of statistics and clinical services;
   3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.
   4. Collaborative meetings to address various aspects of client care including but not limited to: housing specialist meetings, vocational/educational specialist meetings, data meetings, etc.

K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:
   1. Admission Criteria and Admission Procedure
   2. Assessments and Individual Service Plans
   3. Crisis Intervention/Evaluation for Involuntary Holds
   4. Handling Non-Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring

6. Community Integration/Case Management/Discharge Planning

7. Documentation Standards

8. Quality Management/Performance Outcomes

9. Personnel/In-service Training

10. Unusual Occurrence Reporting

11. Code of Conduct/Compliance/HIPAA standards and Compliance

12. Mandated Reporting

L. CONTRACTOR shall provide initial and ongoing training and staff development that includes but is not limited to the following:

1. Orientation to the program’s goals, P&Ps

2. Training on subjects as required by state regulations

3. Recovery philosophy, Client empowerment and strength-based services

4. Crisis intervention and de-escalation

5. Co-occurring mental illness and substance abuse and dependence

6. Motivational interviewing

7. EBPs that support recovery

8. Outreach and engagement

9. Trauma-informed care

10. Professional boundaries

11. Cultural Competency

12. Critical Time Intervention

13. Housing First

14. Other clinical staff training

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;

2. Maximize the use of the allocated funds;

3. Ensure timely and accurate reporting of monthly expenditures;

4. Maintain appropriate staffing levels;

5. Request budget and/or staffing modifications to the Contract;

6. Effectively communicate and monitor the program for its success;

7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and

9. Act quickly to identify and solve problems.

N. 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.

O. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

P. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

Q. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

R. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

S. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Contract.

4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Contract.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Contract.

6. CONTRACTOR shall track the number of days Clients are receiving emergency interventions and make every effort to reduce them through services provided in the Contract.
7. CONTRACTOR shall track the number of days Clients are arrested and make every effort to reduce them through services provided in the Contract.

8. CONTRACTOR shall track the number of days Clients are placed in independent living and make every effort to increase them through services provided in the Contract.

9. Listed above in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

10. CONTRACTOR shall track the number of Clients at various stages on the MORS.

11. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

12. CONTRACTOR shall develop, in conjunction with County, additional ongoing performance measures/outcomes or program’s target goals as required.

T. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and report on Client demographics and other statistics including but not limited to:

1. The total number of Clients referred to, and enrolled in Services.

2. The total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.

3. The total number and type of services provided and the length of stay for each Client in the program.

4. The total number of successful Client linkages to recommended services.

5. The total number of Clients placed in temporary housing environments.

6. The total number of groups provided per week and how many Clients attended each group.

7. The total number of activities provided on and off site for the month as well as number of Clients who attended.

U. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA - Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. The data collection system used must be approved by ADMINISTRATOR in order to meet county reporting needs. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).
a. CONTRACTOR shall track and report Performance Outcome Measure as required by State, COUNTY, and/or MHSA.
b. CONTRACTOR shall collaborate with the Adult Performance Outcome Department (APOD) to complete outcome requests by Administrator for State, COUNTY, and/or MHSA reporting, and to fulfill all data requests as needed by COUNTY’s independent evaluator to conduct their independent evaluation to assess overall program effectiveness for COUNTY and/or DHCS reporting.
c. CONTRACTOR shall cooperate in data collection as required by ADMINISTRATOR to report on other performance areas including, but not limited to, Client satisfaction, length of stay, and duration of services.

2. TRANSFER UTILITY - CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

   a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office for transfers between FSPs and adhere to COUNTY’s transfer guidelines to ensure compliance with MHSA requirements.

V. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Contract. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Contract, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Contract.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:

   a. Review the approved data collection database for accuracy and to ensure that each field is completed;

   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;

   c. Review the approved data collection system reports to identify trends, gaps and quality of care;

   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and
e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.

f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

W. CONTRACTOR shall provide the appropriate written Notice of Adverse Benefit Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by State Medi-Cal standards. CONTRACTOR shall review these standards to determine the appropriate timeline for disenrollment of services. The NOABD must provide the adverse benefit determination made by the CONTRACTOR as well as a clear and concise explanation of the reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate NOABD as determined by state standards. Examples include but are not limited to:

1. Termination NOABD: If a beneficiary drops out of treatment, is missing, or admitted to an institution where he or she is ineligible for further services (e.g. long term incarceration or hospitalization).

2. Delivery Systems NOABD: If a beneficiary does not meet medical necessity criteria for specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer referrals to the appropriate services.

X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to address a beneficiary’s expressed dissatisfaction with services. This dissatisfaction, defined as a grievance, may include but is not limited to: quality of care or services provided, aspects of interpersonal relationships, failure to respect the beneficiary’s rights, location of services, access/availability, or anything else related to the provision of services.

Y. CONTRACTOR shall train staff to utilize the COUNTY’s Access Log as the first point of contact for clients attempting to access Specialty Mental Health Services. CONTRACTOR shall complete the Access Log accurately and as required, including information such as Type of Contact, Outcome of Contact, and instances where Clients are in need of Crisis Services.

Z. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical
staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR. CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY’s ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the Clients to be serviced. This inclusion of COUNTY’s multiple cultures will assist in maximizing access to services. ADMINISTRATOR shall provide, or cause to be provided, education and training to staff to address cultural and linguistic needs of population served.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include: but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&P’s. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training, Annual Compliance Training, and Annual Cultural Competency Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

I. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and updated annual criminal checks through the internet, utilizing Megan’s Law, Orange County Sheriff’s, and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as all the internet checks have been completed and are acceptable.
J. CONTRACTOR shall provide trainings to staff on professional boundaries and include topics such as: appropriate communication and interactions and the use of self-disclosures.

K. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

L. CONTRACTOR, including each employee that provides services under the Contract, will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract.

CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

M. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours of work per week.

<table>
<thead>
<tr>
<th>DIRECT PROGRAM</th>
<th>FTEs</th>
</tr>
</thead>
<tbody>
<tr>
<td>___ Regional Director of Operations</td>
<td>0.15</td>
</tr>
<tr>
<td>___ Program Administrator</td>
<td>1.00</td>
</tr>
<tr>
<td>___ Clinical Director</td>
<td>1.00</td>
</tr>
<tr>
<td>___ Driver</td>
<td>1.00</td>
</tr>
<tr>
<td>___ Office Coordinator</td>
<td>1.00</td>
</tr>
<tr>
<td>___ Data Mining and Analysis Specialist</td>
<td>1.00</td>
</tr>
<tr>
<td>___ Regional IT Support Analyst</td>
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</tr>
<tr>
<td>___ Regional IS Business Manager</td>
<td>0.07</td>
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<tr>
<td>___ Billing Specialist</td>
<td>2.00</td>
</tr>
<tr>
<td>___ Office Coordinator I</td>
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</tr>
<tr>
<td>___ HR Generalist</td>
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</tr>
<tr>
<td>___ Medical Records/Tech</td>
<td>1.00</td>
</tr>
<tr>
<td>___ Quality Coordinator/Trainer</td>
<td>1.00</td>
</tr>
<tr>
<td>___ Peer Support Specialist</td>
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<tr>
<td>___ Team Leader</td>
<td>3.00</td>
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<tr>
<td>___ Case Manager II</td>
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</tr>
<tr>
<td>___ Case Manager II – Housing Specialist</td>
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</tr>
<tr>
<td>___ Case Manager II – WRC</td>
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</tr>
<tr>
<td>___ Case Manager II – AOT Outreach</td>
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<tr>
<td>___ Case Manager II – Fullerton Heights</td>
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<tr>
<td>___ Residential Coordinator</td>
<td>1.00</td>
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<tr>
<td>___ Clinician</td>
<td>2.00</td>
</tr>
<tr>
<td>___ Education/Employment Specialist</td>
<td>1.00</td>
</tr>
<tr>
<td>___ LVN/LPT (Supervisor)</td>
<td>1.00</td>
</tr>
</tbody>
</table>
N. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Contract, provide a minimum of thirty thousand two hundred and eighty-eight (30,288) DSH, with a minimum of two thousand one hundred (2,100) hours of medication support services and twenty-eight thousand one hundred and eighty-eight (28,188) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall maintain an active and ongoing caseload of two hundred and thirty-five (235) Clients throughout the term of the Contract.

O. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1 - DHCS.

P. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

Q. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

R. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

1. CONTRACTOR shall provide clinical supervision for all registered/waivered employees, interns and volunteers as required by the respective governing licensing board such as the Board of Behavioral Sciences (BBS). Per the BBS, a least one unit of supervision is required for the first 10 hours of psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+...
1. hours of psychotherapy/counseling in a given week; after required hours have been accrued, staff must continue to receive required supervision until a license is issued. Clinical supervision shall be provided by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all registered/waivered employees, interns and volunteers.

2. An intern is an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a LCSW, LPCC, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

S. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

T. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

U. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
   a. Each staff member who no longer supports the Contract;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR; or
   d. Token is malfunctioning;
   e. Termination of this Contract.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.
V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.
EXHIBIT B
TO THE AGREEMENT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2017 THROUGH JUNE 30, 2020

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and
   Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B below, shall have the same
   meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45
   CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act,
   and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that
   CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of
   COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of
   “Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the
   terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to
   be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the
   Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be
   created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance
   with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH
   Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA
   regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by
   other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
   Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the
   covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
   terms of this Business Associate Contract and the applicable standards, implementation specifications,
   and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
with respect to PHI and ePHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and P&Ps, to manage the selection, development, implementation, and maintenance of security measures to protect ePHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.

2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

   a. Breach excludes:

      1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

      2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

      3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

   b. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

      1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

      2) The unauthorized person who used the PHI or to whom the disclosure was made;

      3) Whether the PHI was actually acquired or viewed; and

      4) The extent to which the risk to the PHI has been mitigated.

3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. “DRS” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. “Health Care Operations” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. “Physical Safeguards” are physical measures, policies, and procedures to protect CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.


10. “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. “Secretary” shall mean the Secretary of the Department of HHS or his or her designee.

13. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.


15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the P&Ps for its use that protect ePHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.
3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY’s compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY’s obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, agents, subcontractors, and agents of its subcontractors.

14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY’s request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Subparagraph C; or

b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.
17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR’s operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate P&PsD. to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed under Subparagraph E., below;

b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;

c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Subparagraph D of this Business Associate Contract.

5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.
E. DATA SECURITY REQUIREMENTS

1. Personal Controls
   a. Employee Training. All workforce members who assist in the performance of
      functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI
      COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
      behalf of COUNTY, must complete information privacy and security training, at least annually, at
      CONTRACTOR’s expense. Each workforce member who receives information privacy and security
      training must sign a certification, indicating the member’s name and the date on which the training was
      completed. These certifications must be retained for a period of six (6) years following the termination
      of Agreement.
   
   b. Employee Discipline. Appropriate sanctions must be applied against workforce
      members who fail to comply with any provisions of CONTRACTOR’s privacy P&Ps, including
      termination of employment where appropriate.
   
   c. Confidentiality Statement. All persons that will be working with PHI COUNTY
      discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
      COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and
      Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the
      workforce member prior to access to such PHI. The statement must be renewed annually. The
      CONTRACTOR shall retain each person’s written confidentiality statement for COUNTY inspection
      for a period of six (6) years following the termination of the Agreement.
   
   d. Background Check. Before a member of the workforce may access PHI COUNTY
      discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
      COUNTY, a background screening of that worker must be conducted. The screening should be
      commensurate with the risk and magnitude of harm the employee could cause, with more thorough
      screening being done for those employees who are authorized to bypass significant technical and
      operational security controls. CONTRACTOR shall retain each workforce member’s background check
      documentation for a period of three (3) years.

2. Technical Security Controls
   a. Workstation/Laptop Encryption. All workstations and laptops that store PHI COUNTY
      discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
      COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
      is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
      COUNTY.
   
   b. Server Security. Servers containing unencrypted PHI COUNTY discloses to
      CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
      must have sufficient administrative, physical, and technical controls in place to protect that data, based
      upon a risk assessment/system security review.
c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable Media Devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises” if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s locations.

e. Antivirus Software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight (8) characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)
2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY...
must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media
may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods
require prior written permission by COUNTY.

   i. System Timeout. The system providing access to PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
must provide an automatic timeout, requiring re-authentication of the user session after no more than
twenty (20) minutes of inactivity.

   j. Warning Banners. All systems providing access to PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
must display a warning banner stating that data is confidential, systems are logged, and system use is for
business purposes only by authorized users. User must be directed to log off the system if they do not
agree with these requirements.

   k. System Logging. The system must maintain an automated audit trail which can
identify the user or system process which initiates a request for PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
or which alters such PHI. The audit trail must be date and time stamped, must log both successful and
failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a
database, database logging functionality must be enabled. Audit trail data must be archived for at least
three (3) years after occurrence.

   l. Access Controls. The system providing access to PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
must use role based access controls for all user authentications, enforcing the principle of least privilege.

   m. Transmission Encryption. All data transmissions of PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
website access, file transfer, and E-Mail.

   n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
comprehensive intrusion detection and prevention solution.

   3. Audit Controls

   a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
COUNTY must have at least an annual system risk assessment/security review which provides
assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.
d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR, or by exercising reasonable diligence, would have been known to CONTRACTOR.

b. CONTRACTOR shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence, would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR’s notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification.

3. CONTRACTOR’s notification shall include, to the extent possible:

   a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

   b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

      1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an E-Mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR’s initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in //
the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done
by COUNTY except for the specific Uses and Disclosures set forth below.

a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

   1) The Disclosure is required by law; or
   2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary P&Ps of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

I. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY’s notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR’s Use or Disclosure of PHI.

//
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’s Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR’s Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY’s knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:
   a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the violation within thirty (30) business days; or
   b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within thirty (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.
   a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.
   b. CONTRACTOR shall retain no copies of the PHI.
   c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.
EXHIBIT C
TO THE AGREEMENT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2017 THROUGH JUNE 30, 2020

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).

3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS.

4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the IEA currently in effect between the SSA and DHCS.

6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summonses issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or
regulations that require the production of information, including statutes or regulations that require such
information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,
modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or
interference with system operations in an information system that processes, maintains or stores PI.

B. TERMS OF AGREEMENT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
otherwise indicated in this Exhibit C, CONTRACTOR may use or disclose DHCS PI only to perform
functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the
Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

2. Responsibilities of CONTRACTOR

   a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or
required by this Personal Information Privacy and Security Contract or as required by applicable state
and federal law.

   b. Safeguards. To implement appropriate and reasonable administrative, technical, and
physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
Security Contract. CONTRACTOR shall develop and maintain a written information privacy and
security program that include administrative, technical and physical safeguards appropriate to the size
and complexity of CONTRACTOR’s operations and the nature and scope of its activities, which
incorporate the requirements of Subparagraph c. below. CONTRACTOR will provide COUNTY with
its current policies upon request.

   c. Security. CONTRACTOR shall ensure the continuous security of all computerized
data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing
DHCS PI and PII. These steps shall include, at a minimum:

      1) Complying with all of the data system security precautions listed in Subparagraph
E. of the Business Associate Contract, Exhibit B to the Agreement; and

      2) Providing a level and scope of security that is at least comparable to the level and
scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of
Federal Automated Information Systems, which sets forth guidelines for automated information systems
in Federal agencies.

      3) If the data obtained by CONTRACTOR from COUNTY includes PII,
CONTRACTOR shall also comply with the substantive privacy and security requirements in the
CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and
DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security
requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR’s agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR’s Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract, Exhibit B to the Agreement.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.
AGREEMENT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2017 THROUGH JUNE 30, 2020 JULY 1, 2020 THROUGH JUNE 30, 2021

THIS AGREEMENT entered into this 1st day of July 2017 (effective date), is by and between
the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and TELECARE
CORPORATION, a California for profit corporation (CONTRACTOR). COUNTY and
CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as
“Parties”. This Agreement shall be administered by the County of Orange Health Care Agency
(ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of General
Population Full Service Partnership Services described herein to the residents of Orange County; and
WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
conditions hereinafter set forth:
NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
herein, COUNTY and CONTRACTOR do hereby agree as follows:
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EXHIBIT B

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EXHIBIT C

I. Personal Information Privacy and Security Contract .................................................... 1
REFERENCED CONTRACT PROVISIONS

Term: July 1, 2017 through June 30, 2020

Period One means the period from July 1, 2017 through June 30, 2018
Period Two means the period from July 1, 2018 through June 30, 2019
Period Three means the period from July 1, 2019 through June 30, 2020

Term: July 1, 2017 through June 30, 2021

Period One means the period from July 1, 2017 through June 30, 2018
Period Two means the period from July 1, 2018 through June 30, 2019
Period Three means the period from July 1, 2019 through June 30, 2020
Period Four means the period from July 1, 2020 through June 30, 2021

Maximum Obligation:

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</table>

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-654-7363

CONTRACTOR TAX ID Number: 94-1735271

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
CONTRACTOR: Leslie Davis
Senior Vice President, Chief Financial Officer
Telecare Corporation
1080 Marina Village Parkway, Suite 100
Alameda, CA 94501
ldavis@telecarecorp.com
I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A. ARRA  American Recovery and Reinvestment Act
B. ASRS  Alcohol and Drug Programs Reporting System
C. AES  Advanced Encryption Standard
D. BCP  Business Continuity Plan
E. CCC  California Civil Code
F. CCR  California Code of Regulations
G. CD/DVD  Compact Disc/Digital Video or Versatile Disc
H. CEO  County Executive Office
I. CFR  Code of Federal Regulations
J. CIPA  California Information Practices Act
K. CHPP  COUNTY HIPAA Policies and Procedures
L. CHHS  California Health and Human Services Agency
M. CHS  Correctional Health Services
N. CMPPA  Computer Matching and Privacy Protection Act
O. COI  Certificate of Insurance
P. D/MC  Drug/Medi-Cal
Q. DHCS  Department of Health Care Services
R. DoD  US Department of Defense
S. DPFS  Drug Program Fiscal Systems
T. DRP  Disaster Recovery Plan
U. DRS  Designated Record Set
V. DSM  Diagnostic and Statistical Manual of Mental Disorders
W. DSM-IV  Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
X. DSM-V  Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
Y. FTE  Full Time Equivalent
Z. E-Mail  Electronic Mail
AA. EHR  Electronic Health Records
AB. ePHI  Electronic Protected Health Information
AC. FIPS  Federal Information Processing Standards
AD. GAAP  Generally Accepted Accounting Principles
AE. HCA  Health Care Agency
AF. HHS  Health and Human Services
AG. HIPAA  Health Insurance Portability and Accountability Act of 1996, Public

Y. FTE  Full Time Equivalent
II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.
B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees
or agents shall be valid unless made in the form of a written amendment to this Agreement, which has
been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties
hereof for the same services and substantially the same scope, at the termination of this Agreement,
CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
the purpose of ensuring adherence to all rules and regulations related to federal and state health care
programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
procedures relating to ADMINISTRATOR’s Compliance Program, Code of Conduct and access to
General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
Compliance Program, Code of Conduct and any Compliance related policies and procedures.
CONTRACTOR’s Compliance Program, Code of Conduct and any related policies and procedures shall
be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required
elements by ADMINISTRATOR’s Compliance Officer as described in this Paragraph IV
(COMPLIANCE). These elements include:

a. Designation of a Compliance Officer and/or compliance staff.
b. Written standards, policies and/or procedures.
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 acknowledge to 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 Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures review 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 Agreement. 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 Agreement 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 Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. 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 and/or any other list or system as identified by the ADMINISTRATOR.

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 Paragraph IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR’s own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

2. An Ineligible Person shall be any individual or entity who:
   a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
   b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction
screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precautions to ensure that the coding of health care
claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
and are consistent with federal, state and county laws and regulations. This includes compliance with
federal and state health care program regulations and procedures or instructions otherwise
communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
their agents.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims
for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which
accurately describes the services provided and must ensure compliance with all billing and
documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
days after the overpayment is verified by the ADMINISTRATOR.

F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall
constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to
terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR’s right to terminate this
Agreement on the basis of such default.

V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
audio and/or video recordings, in accordance with all applicable federal, state and county codes and
regulations, as they now exist or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
Agreement are clients of the Orange County Mental Health services system, and therefore it may be
necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information
regarding specific clients with COUNTY or other providers of related services contracting with
COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
consents for the release of information from all persons served by CONTRACTOR pursuant to this
Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,
Part 2.6, relating to confidentiality of medical information.

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3. In the event of a collaborative service agreement between Mental Health services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VII. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

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1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
   a. CONTRACTOR may be assessed a late penalty of five hundred dollars ($500) for each business day after the above specified due date that the accurate and complete individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual and/or consolidated Cost Report due COUNTY by CONTRACTOR.
   b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the individual and/or consolidated Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete individual and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.

B. The individual and/or consolidated Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY’s Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to CONTRACTOR.

E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the Cost Report the services rendered with such revenues.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _________ for the cost report period beginning _________ and ending _________ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

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 Agreement 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.

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4. Have not within a three-year period preceding this Agreement 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.

Any attempted assignment or delegation in derogation of this paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of 
this subparagraph shall be void.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, 
CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations 
hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to 
the effective date of the assignment.

5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, 
CONTRACTOR shall provide written notification within thirty (30) calendar days to 
ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any 
governing body of CONTRACTOR at one time.

C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by 
means of subcontracts, provided such subcontracts are approved in advance, in writing by 
ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity 
under subcontract, and include any provisions that ADMINISTRATOR may require.

1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a 
subcontract upon five (5) calendar days’ written notice to CONTRACTOR if the subcontract 
subsequently fails to meet the requirements of this Agreement or any provisions that 
ADMINISTRATOR has required.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY 
pursuant to this Agreement.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, 
amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service agreements usually and customarily 
entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional 
services provided by consultants.

X. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the 
dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a 
reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be 
brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final 
decision regarding the disposition of any dispute between the Parties arising under, related to, or 
involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final 
decision.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if 
such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
a written statement signed by an authorized representative indicating that the demand is made in good
faith, that the supporting data are accurate and complete, and that the amount requested accurately
reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,
including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed
diligently shall be considered a material breach of this Contract.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a
decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
a final decision adverse to CONTRACTOR's contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed
by and construed under the laws of the State of California. In the event of any legal action to enforce or
interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
agree to waive any and all rights to request that an action be transferred for adjudication to another
county.

XI. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
and consultants performing work under this Agreement meet the citizenship or alien status requirements
set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
subcontractors, and consultants performing work hereunder, all verification and other documentation of
employment eligibility status required by federal or state statutes and regulations including, but not
limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
covered employees, subcontractors, and consultants for the period prescribed by the law.

XII. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
property of a Relatively Permanent nature with significant value, purchased in whole or in part by
ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively
Permanent” is defined as having a useful life of one year or longer. Equipment which costs $5,000 or
over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and
other taxes, and installation costs, or electronic equipment that costs less than $600 but may contained PHI or PIL, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Agreement is followed without interruption by another agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIII. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XIV. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of $50,000 ($5,000 for automobile liability) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR’s, its agents, employee’s or subcontractor’s performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR’s SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall constitute a breach of CONTRACTOR’s obligation hereunder and grounds for COUNTY to terminate this Agreement.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the Best’s Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California 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.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>
for owned, non-owned and hired vehicles

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

H. 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.

I. 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, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

   b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

   a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

   b. A primary and non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting
within the scope of their appointment or employment.

K. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT.**

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate this Agreement.

M. If CONTRACTOR’s Professional Liability and/or Network Security & Privacy Liability are “Claims Made” policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.

N. The Commercial General Liability policy shall contain a “severability of interests” clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this Agreement by COUNTY.

Q. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

R. **SUBMISSION OF INSURANCE DOCUMENTS**

1. The COI and endorsements shall be provided to COUNTY as follows:
   a. Prior to the start date of this Agreement.
   b. No later than the expiration date for each policy.
   c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.

2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
have sole discretion to impose one or both of the following:

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR’s monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XV. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement...
by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR’s operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

XVI. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
   a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;
   b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
   c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;
   d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.
2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;
and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies
charged with the establishment and enforcement of child support orders, or as permitted by federal
and/or state statute.

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and
requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
2. WIC, Division 5, Community Mental Health Services.
3. WIC, Division 6, Admissions and Judicial Commitments.
4. WIC, Division 7, Mental Institutions.
5. HSC, §§1250 et seq., Health Facilities.
7. CCR, Title 9, Rehabilitative and Developmental Services.
8. CCR, Title 17, Public Health.
9. CCR, Title 22, Social Security.
10. CFR, Title 42, Public Health.
11. CFR, Title 45, Public Welfare.
12. USC Title 42. Public Health and Welfare.
13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
    Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
    Federal Awards.
D. CONTRACTOR shall at all times be capable and authorized by the State of California to provide treatment and bill for services provided to Medi-Cal eligible clients while working under the terms of this Agreement.

XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media P&Ps and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use P&Ps as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XVIII. MAXIMUM OBLIGATION

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.

XIX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services
pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XX. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical
disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers’ representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a client or potential client any service, benefit, or accommodation.
2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or COUNTY’s Patients’ Rights Office.

1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to
resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

   a. COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

   b. Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be informed of their right to access the Patients’ Rights Office at any time.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

XXI. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by E-Mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

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B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXII. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION
   a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.
   b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.

C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

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XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve clients or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXIV. PATIENT'S RIGHTS

A. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance process approved by ADMINISTRATOR, to which the beneficiary shall have access.

1. CONTRACTOR’s grievance process shall incorporate COUNTY’s grievance, patients' rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.

2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients’ Rights Office. The Patients’ Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR’S Director of Behavioral Health Care and the State Patients’ Rights Office.

C. The Parties agree that Clients have recourse to initiate an expression of dissatisfaction to CONTRACTOR, appeal to the County Patients’ Rights Office, file a grievance, and file a Title IX complaint. The Patients’ Advocate shall advise and assist the Client, investigate the cause of the grievance, and attempt to resolve the matter.

D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.”

XXV. PAYMENT CARD COMPLIANCE

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to
return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.

XXVI. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

J. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years following discharge of the client and/or patient, with the exception of non- emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

L. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

M. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.
B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

XXVII. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication.

XXVIII. REVENUE

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided. No client shall be denied services because of an inability to pay.

B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.

CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Agreement.
XXIX. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

XXX. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Supplanting current funding for existing services.
B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

6. Providing inpatient hospital services or purchasing major medical equipment.

7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

XXXI. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner to be COUNTY’s employees.

XXXII. TERM

A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, 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 Agreement on a weekend or holiday may be performed on the next regular business day.

XXXIII. TERMINATION

A. Either Party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other Party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.
C. COUNTY may terminate this Agreement 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 Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required
pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services
pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
removes such physician or licensed person from serving persons treated or assisted pursuant to this
Agreement.

D. CONTINGENT FUNDING
1. Any obligation of COUNTY under this Agreement is contingent upon the following:
   a. The continued availability of federal, state and county funds for reimbursement of
      COUNTY’s expenditures, and
   b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
      approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
terminate or renegotiate this Agreement upon thirty (30) calendar days’ written notice given
CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is suspended or terminated prior to the completion of the term as
specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
term of the Agreement.

F. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C. or D.
above, CONTRACTOR shall do the following:
1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
   is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
   performance during the remaining contract term.

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3. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client’s best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

9. Provide written notice of termination of services to each client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXXIV. THIRD PARTY BENEFICIARY

Neither Party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services pursuant to this Agreement.

XXXV. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.
IN WITNESS WHEREOF, the Parties have executed this Agreement, in the County of Orange, State of California.

TELECARE CORPORATION

BY: _______________________________ DATED: _______________________________

TITLE: _______________________________

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.
EXHIBIT A

TO THE AGREEMENT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2017 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

   a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

   b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

   c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in
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. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Clients 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

7. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case management, linkage, follow ups for individuals evaluated.

8. Certified Reviewer means an individual that obtains certification by completing all requirements set forth in the Authority and Quality Improvement Services Reviewer Training Verification Sheet.

9. Client or Member means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Agreement, who experiences chronic mental illness.

10. 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.

11. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates 24 hours a day that services Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

12. CSW means Clinical Social Worker and refers to an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

13. Data Collection Reporting (DCR) System means a software designed for collection, tracking and reporting outcomes data for Clients enrolled in the FSP Programs.

a. 3 M’s means the Quarterly Assessment Form that is completed for each Client every three months in the approved data collection system.

b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Clients’ perspective which will improve understanding of
Clients’ needs and desires towards furthering their Recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

e. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

14. Diagnosis means the definition of the nature of the Client’s disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

16. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

17. Face-to-Face means an encounter between Client and provider where they are both physically present.

18. 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 Clients 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 Client, 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 Client 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) Client 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.

a. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the Client in their current community setting and will develop a supportive relationship with the individual served. Substance use treatment will be integrated into services and provided by the Client’s team to individuals with a co-occurring disorder.

b. 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 Client’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 Clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 Clients with applications to low income housing, housing subsidies, senior housing, etc.

20. Individual Services and Support Funds—Flexible Funds means funds intended for use to provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment...
of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Client’s mental health treatment activities.

21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes an evaluation to determine if the Client meets program criteria and is willing to seek services.

22. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, 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.

23. 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.

24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

25. Linkage means to assist an individual to connect with a referral.

26. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

27. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the rules of conduct for the program.

28. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.

b. Collateral means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.

c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance use disorders from the same practitioner or treatment team.
d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

f. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

g. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

h. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

29. Mental Health Worker means an individual that assists in planning, developing and evaluating mental health services for Clients; provides liaison between Clients and service providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client related services to Clients experiencing mental health, and substance use disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

30. MFT means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management studies.

32. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

33. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY
will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

34. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

35. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

36. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

37. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

38. Peer Recovery Specialist/Counselor means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

39. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

40. PHI means Personal Health Information and refers to individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

41. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waivered in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.
42. Plan Coordinator means an MHS, CSW, or MFT that provides mental, crisis intervention and case management services to those Clients who seek services in the COUNTY operated outpatient programs.

43. Pre-Licensed Therapist means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

44. Program Director means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

45. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

46. Promotores means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

47. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

48. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

49. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

51. Recovery means a process of change through which individuals improve their health and
wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:

- **a.** Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;
- **b.** Home: A stable and safe place to live;
- **c.** Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
- **d.** Community: Relationships and social networks that provide support, friendship, love, and hope.

52. **Referral** means the act of sending an individual to another person or place for services, help, advice, etc.

53. **SUD** means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

54. **Supportive Housing PSC** means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach.

55. **Supervisory Review** means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

56. **Token** means the security device which allows an individual user to access the COUNTY’s computer-based IRIS.

57. **UMDAP** means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

58. **Vocational/Educational Specialist** means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one-on-one” vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.
59. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budget, which are set forth for informational purposes only and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and CONTRACTOR.

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<td>$2,746,122</td>
<td>$2,746,122</td>
<td>$8,238,366</td>
</tr>
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— B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A to the Agreement includes Indirect Costs not to exceed fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

— C. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

— D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Agreement, 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.

— E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of approximately forty-five percent (45%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.

— F. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.

3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:

//
a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;
b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;
c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental agreements, general ledgers needs documented in Client’s treatment plan;
d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;
e. Statement indicating that no single Flexible Funds expenditure, in excess of $1,000, shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the $1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;
f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;
g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, $5,000 supply on hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty five ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;
h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and time limited in nature and only utilized while more appropriate housing is being located. Pre-purchase of motel rooms shall be tracked and logged upon purchase and disbursement;
i. Statement indicating that Flexible Funds are not to be used for housing for Clients that have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by ADMINISTRATOR;
j. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and
k. Identification of procedure to ensure secured storage and documented disbursement of
gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

G. 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 Clients, 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.

H. 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 generally accepted principles of accounting, 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 Agreement, must be reflected in CONTRACTOR’s financial records.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $228,844 per month for Period One, Period Two, and Period Three. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement 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 Agreement; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
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 invoice 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) 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 twenty one (21) calendar days after receipt of the correctly completed invoice.

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 Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the
twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include the following:

   a. A description of CONTRACTOR's progress in implementing the provisions of this Agreement,
   b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants,
   c. Voluntary and involuntary hospitalizations and special incidences,
   d. Vocational programs, educational programs, including new job placements, Clients in continuing employment,
   e. Reporting of the numbers of Clients based upon their level of function in the MORs Level system,
   f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes,
   g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what steps will be taken to achieve
2. 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 destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

E. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

V. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of General Population Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

TAO SOUTH
275 E. Baker Street #A
Costa Mesa, CA 92626

1. The facility shall include space to support the services identified within the Agreement.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, the CONTRACTOR shall operate extended hours at least two (2) evenings or day per week and provide limited weekend services and activities to accommodate Clients’ needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.
4. CONTRACTOR shall obtain a NPI. The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED—Seriously and persistently mentally ill adults, ages eighteen (18) years and older and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:

1. Homelessness or at risk of homelessness;
2. At risk of institutionalization or hospitalization;
3. Co-occurring substance use disorders; or
4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES — CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:

1. Ensuring Cultural Considerations — CONTRACTOR shall tailor services to the Clients’ worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience — To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery — CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients’ stages of Recovery to ensure that Clients are “fully served.”

4. Outreach and Engagement — CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need services.

5. Welcoming Environments — CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change — CONTRACTOR shall effect change by first focusing interventions based on Clients’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery — CONTRACTOR
shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports—CONTRACTOR shall assist Clients in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building—CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach—CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self Management—CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders—CONTRACTOR shall integrate substance use and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance use interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance use disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy—CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.

14. Reconnecting with Family—CONTRACTOR shall facilitate the Recovery process and add an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration—CONTRACTOR shall work with Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and increasing their opportunities to meet new people as Clients Recovery progresses.

16. Education, Employment and Volunteering—CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System—CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.
18. Linkage to and Coordination of Health Care—CONTRACTOR shall ensure all FSP Clients have access to needed comprehensive health care. Access to these services is particularly critical since mental health Clients often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration—CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure—CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff—CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Clients is transformational and not only helps Clients give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options—CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to develop the confidence to move to lower levels of care or full community integration.

24. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving desired results. These results will be made available to COUNTY and the general public via: the MHSA website, quarterly outcome focused management meetings and public forums upon request and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES—CONTRACTOR’s program shall include, but not be limited to, the following services under the provision of FSP services:

1. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.


   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons when indicated.
b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client's community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.

c. Medication support services may occur in the office or in the field.

3. Co-Occurring Services: Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance use research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. The ASAM screening tool shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living or outpatient treatment.

4. Vocational and Educational Services: As part of the continuum of Recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.

a. Educational Services: Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers' aides to ease the anxiety of a new Client returning to continue educational goals.

b. Pre-Vocational Groups: Clients may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.

c. Job Coaching/Developing: An Employment Specialist is to assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with
management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. Family and Peer Support Services:
   
a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Clients in their Recovery.

b. Supportive Socialization and Meaningful Community Roles. CONTRACTOR shall provide client-centered services that will support clients in their recovery, self-sufficiency and development of meaningful life activities and relationships.

6. Transportation Services: These services may include, but not be limited to: provision of bus tickets; transportation to appointments deemed necessary for the Client care; or transportation for emergency psychiatric evaluation or treatment.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who have not been able to manage their finances independently. These clients include those that have funding, but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.

8. On-call Services: The program shall provide on call coverage. Clinicians must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits Specialist to assist clients in accessing financial benefits and/or entitlements. The specialist shall be knowledgeable of entitlements, such as SSI/SSDI, Cal Fresh, General Relief, and will work with clients to gather records, completed application process, and secure entitlements.

10. Housing Services: CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership clients. This service category includes a comprehensive needs assessment, linkage, placement, and ongoing support to sustain and appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing for individuals immediately upon enrollment, and throughout the recovery process. All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Clients. Housing services may include:
   
a. Emergency Housing – Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured.
housing is part of the “Housing First” model continuum and is required during the initial assessment phase.

b. Motel Housing – For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Flexible Funds Paragraph of this Exhibit A.

c. Bridge Housing – For individuals who will benefit from an intermediate step between shelter and permanent housing. Bridge housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTORS may look into housing options such as master leasing.

d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP members and requires residents to have their own unit or bedroom. Permanent housing includes but is not limited to Shelter Plus Care Vouchers, independently paid homes/apartments, and County based housing projects.

e. Residential Substance Use Treatment Programs and Sober Living Homes as a housing option shall be available when appropriate to provide the member the highest probability of success towards recovery.

11. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical needs of the Client. CONTRACTOR shall routinely coordinate care planning and treatment with the primary care physician through obtaining records and consultation. CONTRACTOR shall provide to the Primary Care Provider when indicated.

12. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide client input into program development and quality improvement.

13. Group Services – CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life Skills Building, and Speaker Meetings, etc.

14. Meaningful Community Roles – CONTRACTOR shall assist each member to identify some meaningful role in his/her life that is separate from the mental illness. Clients need to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to their mental illness.

15. Intensive Case Management Service – CONTRACTOR shall provide intensive case
management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

2. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.

3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.

4. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours).

5. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.

6. CONTRACTOR shall have an identified individual who shall:

   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;

   b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;

   c. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Agreement;

   d. Oversee all aspects of the clinical services of the Recovery program;

   e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;

   f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and

   g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.

7. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.
8. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

9. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

10. CONTRACTOR shall ensure compliance with workload standards and productivity.

11. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program. Discharge of clients from the program shall be determined by the client’s movement along the recovery continuum and shall be a coordinated effort between the ADMINISTRATOR and CONTRACTOR when indicated.

12. CONTRACTOR shall submit corrective action plans upon request.

13. CONTRACTOR shall comply with ADMINISTRATOR P&Ps.

14. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred for admission.

F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

G. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.

H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Agreement to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Agreement.

J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P’s, review of statistics and clinical services;

3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.

K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to
accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-
annually at a minimum for updates. Policies will include but not be limited to the following:

1. Admission Criteria and Admission Procedure
2. Assessments and Individual Service Plans
3. Crisis Intervention/Evaluation for Involuntary Holds
4. Handling Non-Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring
6. Community Integration/Case Management/Discharge Planning
7. Documentation Standards
8. Quality Management/Performance Outcomes
9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

13. CONTRACTOR shall provide initial and ongoing training and staff development that includes
but is not limited to the following:

1. Orientation to the program’s goals, P&Ps
2. Training on subjects as required by state regulations
3. Recovery philosophy, Client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance abuse and dependence
6. Motivational interviewing
7. EBPs that support recovery

14. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
recording, and reporting portion of the agreement with the COUNTY, including but not limited to the
following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure
that any subcontractor(s) possesses the qualifications and capacity to perform all delegated
responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated
to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Agreement;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and
ADMINISTRATOR; and

9. Act quickly to identify and solve problems.

N. 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.

O. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

P. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

Q. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

R. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

S. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Agreement.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Agreement.

4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Agreement.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Agreement.

6. One (1) through five (5) in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

7. CONTRACTOR shall track the number of Clients at various stages on the MORS.
CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

T. DATA CERTIFICATION—CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA—Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

TRANSFER UTILITY—CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

U. DATA CERTIFICATION—POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Agreement. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Agreement, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Agreement.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:
   a. Review the approved data collection database for accuracy and to ensure that each field is completed;
   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
   c. Review the approved data collection system reports to identify trends, gaps and quality of care;
   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the
tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and

e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.

f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

VI. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.

Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff.

Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Agreement.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training and Annual Compliance Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.
H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to
CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

I. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for
use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

J. CONTRACTOR, including each employee that provides services under the Agreement, will
obtain a NPI upon commence ment of the Agreement or prior to providing services under the Agreement.

CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
ADMINISTRATOR, all NPI as soon as they are available.

K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in
FTEs continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of
forty (40) hours work per week.

<table>
<thead>
<tr>
<th>DIRECT PROGRAM</th>
<th>FTEs</th>
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<tbody>
<tr>
<td>Regional Director of Operations</td>
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<td>Program Administrator</td>
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<td>Clinical Director</td>
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<td>Driver</td>
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<tr>
<td>Office Coordinator</td>
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</tr>
<tr>
<td>Data Mining and Analysis Specialist</td>
<td>1.00</td>
</tr>
<tr>
<td>Regional IS Business Manager</td>
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<td>Billing Specialist</td>
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<td>HR Generalist</td>
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<td>Medical Records/Tech</td>
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<tr>
<td>Quality Coordinator/Trainer</td>
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<tr>
<td>Regional IT Support Analyst</td>
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<tr>
<td>Team Leader</td>
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<tr>
<td>PSC II</td>
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<td>PSC II (Outreach &amp; Engagement)</td>
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<td>Housing Specialist/Coordinator</td>
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<tr>
<td>Benefits Specialist</td>
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<tr>
<td>PSC I (Life Coach)</td>
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<td>Education/Employment Specialist</td>
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<td>Peer Support Specialist</td>
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<td>LVN/LPT</td>
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<tr>
<td>Therapist</td>
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<tr>
<td>Psychiatrist (Subcontractor)</td>
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</table>
--- Psychiatrist (Subcontractor)  
TOTAL DIRECT PROGRAM FTEs  

--- L. WORKLOAD STANDARDS

—— 1. One (1) DSH will be equal to sixty (60) minutes of direct service.

—— 2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

—— 3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of fourteen thousand six hundred and sixteen (14,616) DSH, with a minimum of one thousand one hundred and forty (1,140) hours of medication support services and thirteen thousand four hundred and seventy-six (13,476) hours of other mental health, case management and/or crisis intervention services as outlined below.

—— 4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and twelve (112) Clients throughout the term of the Agreement.

--- M. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9—Rehabilitative and Developmental Services, Division 1—DHCS.

--- N. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

--- O. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

--- P. CONTRACTOR may augment 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 clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.
—— 3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

—— Q. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

—— R. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

—— S. TOKENS — ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
   a. Each staff member who no longer supports the Agreement;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR; or
   d. Token is malfunctioning;
   e. Termination of this Agreement.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

T. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.
EXHIBIT A
TO THE CONTRACT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

   a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

   b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

   c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in
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. Case Management Linkage Brokerage means a process of identification, assessment of
need, planning, coordination and linking, monitoring and continuous evaluation of Clients 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 Client in the assessment, determination of need and securing of adequate and
appropriate living arrangements.

7. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any
adult who has a psychiatric emergency. This program assists law enforcement, social service agencies,
and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary
program that conducts risk assessments, initiates involuntary hospitalizations, and provides case
management, linkage, follow ups for individuals evaluated.

8. Certified Reviewer means an individual that obtains certification by completing all
requirements set forth in the Authority and Quality Improvement Services Reviewer Training
Verification Sheet.

9. Client or Member means an individual, referred by COUNTY or enrolled in
CONTRACTOR’s program for services under the Contract, who experiences chronic mental illness.

10. 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.

11. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that
operates 24 hours a day that services Orange County residents, aged 18 and older, who are experiencing
a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation,
crisis stabilization treatment, and referral to the appropriate level of
continuing care. As a designated outpatient facility, the CSU may evaluate and treat clients for no
longer than 23 hours.

12. CSW means Clinical Social Worker and refers to an individual who meets the minimum
professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of
post-master’s clinical experience in a mental health setting.

13. Data Collection Reporting (DCR) System means a software designed for collection,
tracking and reporting outcomes data for Clients enrolled in the FSP Programs.

   a. 3 M’s means the Quarterly Assessment Form that is completed for each Client every
three months in the approved data collection system.

   b. Data Mining and Analysis Specialist means a person who is responsible for ensuring
the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as
working on strategies for gathering new data from the Clients’ perspective which will improve understanding of Clients’ needs and desires towards furthering their Recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

14. Diagnosis means the definition of the nature of the Client's disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

16. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

17. Face-to-Face means an encounter between Client and provider where they are both physically present.

18. 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 Clients 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 Client, 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 Client 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) Client 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.

a. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the Client in their current community setting and will develop a supportive relationship with the individual served. Substance use treatment will be integrated into services and provided by the Client’s team to individuals with a co-occurring disorder.

b. 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 Client’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 Clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 Clients with applications to low income housing, housing subsidies, senior housing, etc. This individual is responsible for keeping abreast of the continuum of
housing placements as well as Fair Housing laws and guidelines. This individual is responsible for understanding the procedures involved in housing placement, including but not limited to: the referral process, Coordinated Entry System, Licensed Residential placements, and temporary housing placements.

20. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Client’s mental health treatment activities.

21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes an evaluation to determine if the Client meets program criteria and is willing to seek services.

22. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, 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.

23. 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.

24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

25. Linkage means to assist and individual to connect with a referral.

26. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

27. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the rules of conduct for the program.

28. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural
issues and history. Diagnosis and the use of testing procedures.

b. Collateral means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.

c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance use disorders from the same practitioner or treatment team.

d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

f. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

g. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

h. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

29. Mental Health Worker means an individual that assists in planning, developing and evaluating mental health services for Clients; provides liaison between Clients and service providers; and has obtained a Bachelor’s degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client related services to Clients experiencing mental health, and substance use disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

30. MFT means Marriage and Family Therapist and refers to an individual who meets the
minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management studies.

32. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

33. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

34. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

35. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

36. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

37. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

38. Peer Recovery Specialist/Counselor means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

39. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

40. PHI means Personal Health Information and refers to individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

41. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

42. Plan Coordinator means an MHS, CSW, or MFT that provides mental, crisis intervention and case management services to those Clients who seek services in the COUNTY operated outpatient programs.

43. Pre-Licensed Therapist means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

44. Program Director means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

45. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

46. Promotores means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

47. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

48. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

49. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.
requirements set forth in Title 9, CCR, Section 624.

50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

51. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:

a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;

b. Home: A stable and safe place to live;

c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and

d. Community: Relationships and social networks that provide support, friendship, love, and hope.

52. Referral means the act of sending an individual to another person or place for services, help, advice, etc.

53. SUD means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

54. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach. The Supportive Housing PSC will support all MHSA residents living in the assigned housing project, whether or not the tenant is receiving services from the on-site FSP. The Supportive Housing PSC will work with Property Manager, MHSA Housing County monitor, Resident Clinical Service Coordinator, and other support services located on-site. This individual will provide services that support housing sustainability for MHSA tenants and will be active in supporting and implementing a Full Service Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

55. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards.
Supervisory review is conducted by the program/clinic director or designee.

56. Token means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

57. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

58. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one on one” vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

59. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

II. BUDGET

COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A-1 to the Contract and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual Contract, in writing, of ADMINISTRATOR and CONTRACTOR.

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<td>COST</td>
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</table>
B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 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. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. 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.

E. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Contract. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Contract, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.
3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:

   a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

   b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

   c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental Contracts, general ledgers needs documented in Client’s treatment plan;

   d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

   e. Statement indicating that no single Flexible Funds expenditure, in excess of $1,000, shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the $1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

   f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;

   g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, $5,000 supply on-hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;
h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and
time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase
of motel rooms shall be tracked and logged upon purchase and disbursement;
i. Statement indicating that Flexible Funds are not to be used for housing for Clients that
have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by
ADMINISTRATOR;
j. Statement indicating that Flexible Funds shall not be given in the form of cash to any
Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and
k. Identification of procedure to ensure secured storage and documented disbursement of
gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff
possession.
F. 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 Clients, 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.
G. 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 generally accepted principles of accounting, 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.
H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
Budget Paragraph of this Exhibit A-1 to the Contract.
III. PAYMENTS
A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
$231,785 per month. All payments are interim payments only, and 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-1 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated 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 invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., 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 invoice 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) 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 twenty-one (21) calendar days after receipt of the correctly completed invoice.

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 and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-1 to the Contract.
IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include the following:
   a. A description of CONTRACTOR's progress in implementing the provisions of this Contract.
   b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants.
   c. Voluntary and involuntary hospitalizations and special incidences.
d. Vocational programs, educational programs, including new job placements. Clients in continuing employment.

e. Reporting of the numbers of Clients based upon their level of function in the MORs Level system.

f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.

g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

E. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-1 to the Contract.

V. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of General Population Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

TAO SOUTH
275 E. Baker Street #A
Costa Mesa, CA 92626

1. The facility shall include space to support the services identified within the Contract.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday,
in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, the
CONTRACTOR shall operate extended hours at least two (2) evenings or day per week and provide
limited weekend services and activities to accommodate Clients’ needs. Any change or deviation from
this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by
phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the
situation indicates.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday
schedule, unless otherwise approved in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the
Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED - Seriously and persistently mentally ill adults, ages eighteen
(18) years and older and must be legally residing in Orange County and otherwise eligible for public
services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to
potential Clients with one or more of the following conditions:

1. Homelessness or at risk of homelessness;
2. At risk of institutionalization or hospitalization;
3. Co-occurring substance use disorders; or
4. Unserviced or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES – CONTRACTOR’s program shall be guided by the following
values, philosophies, and approaches to Recovery in the services provided:

1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Clients’
worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome.
Consideration to how Clients’ identify in terms of race, ethnicity, sexual orientation, and spirituality
shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply
FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full
Service Partnership, including the idea of what it means to “be fully served” and providing an integrated
service experience within the FSP. Individuals who have been diagnosed with a serious mental illness
shall receive mental health services through an individual service plan where both the Client and their
PSC agree that they are getting the services they want and need in order to achieve their wellness and
Recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall
identify and define levels of service and supports that create a continuum of services based on the
Clients’ stages of Recovery to ensure that Clients are “fully served.”

4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by
bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need
services.
5. Welcoming Environments – CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing interventions based on Clients’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports – CONTRACTOR shall assist Clients in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building – CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach – CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders – CONTRACTOR shall integrate substance use and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance use interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance use disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.

14. Reconnecting with Family – CONTRACTOR shall facilitate the Recovery process and add an element of social support to the Client and include the family in services.
15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and increasing their opportunities to meet new people as Clients Recovery progresses.

16. Education, Employment and Volunteering – CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System – CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Clients have access to needed comprehensive health care. Access to these services is particularly critical since mental health Clients often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff – CONTRACTOR shall maintain the ability to develop and utilize peers who are knowledgeable about the needs of Clients. CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Clients is transformational and not only helps Clients give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to develop the confidence to move to lower levels of care or full community integration.

24. Evidence-Based Practices – CONTRACTOR shall focus on using EBPs whenever possible, including, but not limited to, the Assertive Community Treatment model, which embraces a “whatever it takes” approach to remove barriers for individuals to access the support needed to fully integrate into the community.

25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving desired results. These results will be made available to COUNTY and the general public via: the MHSA website, quarterly outcome focused management meetings and public forums upon request and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall...
have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES – CONTRACTOR’s program shall include, but not be limited to, the following services under the provision of FSP services:

1. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons when indicated.
   b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client's community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.
   c. Medication support services may occur in the office or in the field.

3. Co-Occurring Services: Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance use research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living or outpatient treatment. As appropriate, CONTRACTOR shall collaborate with community support groups to include hosting self-help groups such as Alcoholics Anonymous and Narcotics Anonymous to provide Clients with an avenue for full recovery.

4. Vocational and Educational Services: As part of the continuum of Recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.
a. Educational Services: Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers’ aides to ease the anxiety of a new Client returning to continue educational goals.

b. Pre-Vocational Groups: Clients may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.

c. Job Coaching/Developing: An Employment Specialist is to assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. Family and Peer Support Services:

a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Clients in their Recovery.

b. Supportive Socialization and Meaningful Community Roles. CONTRACTOR shall provide client-centered services that will support clients in their recovery, self-sufficiency and development of meaningful life activities and relationships.

6. Transportation Services: These services may include, but not be limited to: provision of bus tickets. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall provide transportation to any treatment or court related appointments deemed necessary for the Client care; transportation for emergency psychiatric evaluation or treatment, and transportation for the provision of any case management services. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpools, or other means of transportation whenever possible.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who have not been able to manage their finances independently. These clients include those that have
8. On-call Services: The program shall provide on-call coverage. Clinicians must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated. CONTRACTOR shall ensure that all Clients are provided with the on-call phone number and know how to access the on-call services as needed.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits Specialist to assist clients in accessing financial benefits and/or entitlements. The specialist shall be knowledgeable of entitlements, such as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will work with clients to gather records, completed application process, and secure entitlements.

10. Housing Services: CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership clients. This service category includes a comprehensive needs assessment, linkage, placement, and ongoing support to sustain and appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing provider. All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Clients. Housing services may include:

a. Emergency Housing – Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency housing is part of the “Housing First” model continuum and is required during the initial assessment phase.

b. Motel Housing – For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Flexible Funds Paragraph of this Exhibit A-1.

c. Bridge Housing – For individuals who will benefit from an intermediate step between shelter and permanent housing. Bridge housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTORS may look into housing options such as master leasing.
d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP members and requires residents to have their own unit or bedroom. Permanent housing includes but is not limited to Shelter Plus Care Vouchers, independently paid homes/apartments, and County based housing projects.

e. Residential Substance Use Treatment Programs and Sober Living Homes as a housing option shall be available when appropriate to provide the member the highest probability of success towards recovery.

11. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical needs of the Client. CONTRACTOR shall routinely coordinate care planning and treatment with the primary care physician through obtaining records and consultation. CONTRACTOR shall provide to the Primary Care Provider when indicated.

12. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide client input into program development and quality improvement.

13. Group Services – CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life Skills Building, and Speaker Meetings, etc.

14. Meaningful Community Roles – CONTRACTOR shall assist each member to identify some meaningful role in his/her life that is separate from the mental illness. Clients need to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to their mental illness.

15. Intensive Case Management Service – CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

16. Rehabilitation Services and Therapy - CONTRACTOR shall provide rehabilitation services to assist Clients to improve, maintain, or restore their functional skills such as daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education. Rehabilitation and therapy may be provided individually, in a group, or with family members.

17. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care approach in the delivery of behavioral health services.
a. A trauma-informed approach includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations; it involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events; and it involves four key elements:

1) Realizes the widespread impact of trauma and understands potential paths for recovery;
2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
4) Seeks to actively resist re-traumatization.

b. Trauma-informed care which refers to a strengths-based service delivery approach that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and individuals served, and that creates opportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed care model is built on the following core values and principles:

1) Safe, calm and secure environment with supportive care
2) System wide understanding of trauma prevalence, impact, and trauma-informed care
3) Cultural competence
4) Consumer voice, choice and self-advocacy
5) Recovery, client-driven and trauma specific services
6) Healing, hopeful, honest and trusting relationships

c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed culture. This includes focusing on organizational activities that foster the development of a trauma-informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training on evidence-based and emerging trauma-informed best practices; developing competencies specific to trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and preventing and treating secondary trauma.

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.
2. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.
3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.
4. ADMINISTRATOR shall have monthly management meetings with CONTRACTOR who will report on program development, resources, housing, barriers, and budgets.

5. CONTRACTOR shall provide culturally sensitive personal service coordination in English, Spanish, Vietnamese, Farsi, Arabic and Korean. CONTRACTOR shall work with the COUNTY or other interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate engagement and to serve Clients in other Asian languages and ASL is highly desirable.

6. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g., jails or clinics (forty-eight [48] hours).

7. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.

8. CONTRACTOR shall have an identified individual who shall:
   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;
   b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;
   c. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Contract;
   d. Oversee all aspects of the clinical services of the Recovery program;
   e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;
   f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and
   g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.

9. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.

10. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

11. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

12. CONTRACTOR shall ensure compliance with workload standards and productivity.

13. CONTRACTOR shall review and approve all admissions, discharges from the program and
extended stays in the program. Discharge of clients from the program shall be determined by the 
client’s movement along the recovery continuum and shall be a coordinated effort between the 
ADMINISTRATOR and CONTRACTOR when indicated.

14. CONTRACTOR shall submit corrective action plans upon request.

15. CONTRACTOR shall comply with ADMINISTRATOR Guidelines and P&Ps.

16. CONTRACTOR shall provide a written copy of all assessments completed on Clients 
referred for admission.

F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

G. CONTRACTOR shall have active participation in State and regional MHSA forums and 
activities.

H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance 
Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome 
measures.

I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first 
service provided under the Contract to individuals who are covered by Medi-Cal and have not 
previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon 
request, the NPP for the COUNTY, as the MHP, to any individual who received services under the 
Contract.

J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any 
aspect of clinical care.

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual 
and other issues related to, but not limited to whether it is or is not progressing satisfactorily in 
achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory 
progress, compliance with P&P’s, review of statistics and clinical services;

3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY 
administrative staff.

4. Collaborative meetings to address various aspects of client care including but not limited to: 
housing specialist meetings, vocational/educational specialist meetings, data meetings, etc.

K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide 
to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to 
accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-
annually at a minimum for updates. Policies will include but not be limited to the following:

1. Admission Criteria and Admission Procedure

2. Assessments and Individual Service Plans

3. Crisis Intervention/Evaluation for Involuntary Holds

4. Handling Non-Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring

6. Community Integration/Case Management/Discharge Planning

7. Documentation Standards

8. Quality Management/Performance Outcomes

9. Personnel/In-service Training

10. Unusual Occurrence Reporting

11. Code of Conduct/Compliance/HIPAA standards and Compliance

12. Mandated Reporting

L. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:

1. Orientation to the program’s goals, P&Ps

2. Training on subjects as required by state regulations

3. Recovery philosophy, Client empowerment and strength-based services

4. Crisis intervention and de-escalation

5. Co-occurring mental illness and substance abuse and dependence

6. Motivational interviewing

7. EBPs that support recovery

8. Outreach and engagement

9. Trauma-informed care

10. Professional boundaries

11. Cultural Competency

12. Critical Time Intervention

13. Housing First

14. Other clinical staff training

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;

2. Maximize the use of the allocated funds;

3. Ensure timely and accurate reporting of monthly expenditures;

4. Maintain appropriate staffing levels;

5. Request budget and/or staffing modifications to the Contract;

6. Effectively communicate and monitor the program for its success;

7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and

9. Act quickly to identify and solve problems.

N. 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.

O. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

P. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

Q. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

R. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

S. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Contract.

4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Contract.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Contract.

6. CONTRACTOR shall track the number of days Clients are receiving emergency interventions and make every effort to reduce them through services provided in the Contract.
7. CONTRACTOR shall track the number of days Clients are arrested and make every effort to reduce them through services provided in the Contract.

8. CONTRACTOR shall track the number of days Clients are placed in independent living and make every effort to increase them through services provided in the Contract.

9. Listed above in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

10. CONTRACTOR shall track the number of Clients at various stages on the MORS.

11. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

12. CONTRACTOR shall develop, in conjunction with County, additional ongoing performance measures/outcomes or program’s target goals as required.

T. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and report on Client demographics and other statistics including but not limited to:

1. The total number of Clients referred to, and enrolled in Services.

2. The total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.

3. The total number and type of services provided and the length of stay for each Client in the program.

4. The total number of successful Client linkages to recommended services.

5. The total number of Clients placed in temporary housing environments.

6. The total number of groups provided per week and how many Clients attended each group.

7. The total number of activities provided on and off site for the month as well as number of Clients who attended.

U. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA - Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. The data collection system used must be approved by ADMINISTRATOR in order to meet county reporting needs. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).
a. CONTRACTOR shall track and report Performance Outcome Measure as required by State, COUNTY, and/or MHSA.

b. CONTRACTOR shall collaborate with the Adult Performance Outcome Department (APOD) to complete outcome requests by Administrator for State, COUNTY, and/or MHSA reporting, and to fulfill all data requests as needed by COUNTY’s independent evaluator to conduct their independent evaluation to assess overall program effectiveness for COUNTY and/or DHCS reporting.

c. CONTRACTOR shall cooperate in data collection as required by ADMINISTRATOR to report on other performance areas including, but not limited to, Client satisfaction, length of stay, and duration of services.

2. TRANSFER UTILITY - CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office for transfers between FSPs and adhere to COUNTY’s transfer guidelines to ensure compliance with MHSA requirements.

V. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Contract. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Contract, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Contract.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:

a. Review the approved data collection database for accuracy and to ensure that each field is completed;

b. Develop processes to ensure that all required data forms are completed and updated when appropriate;

c. Review the approved data collection system reports to identify trends, gaps and quality of care;

d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and
e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.

f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

W. CONTRACTOR shall provide the appropriate written Notice of Adverse Benefit Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by State Medi-Cal standards. CONTRACTOR shall review these standards to determine the appropriate timeline for disenrollment of services. The NOABD must provide the adverse benefit determination made by the CONTRACTOR as well as a clear and concise explanation of the reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate NOABD as determined by state standards. Examples include but are not limited to:

1. Termination NOABD: If a beneficiary drops out of treatment, is missing, or admitted to an institution where he or she is ineligible for further services (e.g. long term incarceration or hospitalization).

2. Delivery Systems NOABD: If a beneficiary does not meet medical necessity criteria for specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer referrals to the appropriate services.

X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to address a beneficiary’s expressed dissatisfaction with services. This dissatisfaction, defined as a grievance, may include but is not limited to: quality of care or services provided, aspects of interpersonal relationships, failure to respect the beneficiary’s rights, location of services, access/availability, or anything else related to the provision of services.

Y. CONTRACTOR shall train staff to utilize the COUNTY’s Access Log as the first point of contact for clients attempting to access Specialty Mental Health Services. CONTRACTOR shall complete the Access Log accurately and as required, including information such as Type of Contact, Outcome of Contact, and instances where Clients are in need of Crisis Services.

Z. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

VII. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical
staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless
ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff.
Salary savings resulting from such vacant positions may not be used to cover costs other than salaries
and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.
CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a
manner that is trusted by, and familiar to, many of COUNTY’s ethnically and culturally diverse
populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of
the programming, recruitment, and hiring of staff that speak the same language and have the same
cultural background of the Clients to be serviced. This inclusion of COUNTY’s multiple cultures will
assist in maximizing access to services. ADMINISTRATOR shall provide, or cause to be provided,
education and training to staff to address cultural and linguistic needs of population served.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a
manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
shall maintain documents of such efforts which may include; but not be limited to: records of
participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies
of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
external temporary staffing assignment requests that occur during the term of the Contract.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and
have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the
P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training,
Annual Compliance Training, and Annual Cultural Competency Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care
practices, P&Ps, documentation standards and any state regulatory requirements.

H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to
CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

I. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and
updated annual criminal checks through the internet, utilizing Megan’s Law, Orange County Sheriff’s,
and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as
all the internet checks have been completed and are acceptable.

J. CONTRACTOR shall provide trainings to staff on professional boundaries and include topics
such as: appropriate communication and interactions and the use of self-disclosures.

**K.** All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

**L.** CONTRACTOR, including each employee that provides services under the Contract, will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

**M.** CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours of work per week.

<table>
<thead>
<tr>
<th>Position</th>
<th>FTEs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Director of Operations</td>
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<tr>
<td>Program Administrator</td>
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<tr>
<td>Clinical Director</td>
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<tr>
<td>Driver</td>
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</tr>
<tr>
<td>Office Coordinator</td>
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<tr>
<td>Data Mining and Analysis Specialist</td>
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<tr>
<td>Regional IS Business Manager</td>
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<tr>
<td>Regional IT Support Analyst</td>
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<tr>
<td>Billing Specialist</td>
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<tr>
<td>HR Generalist</td>
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<tr>
<td>Medical Records/Tech</td>
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<tr>
<td>Quality Coordinator/Trainer</td>
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</tr>
<tr>
<td>Team Leader</td>
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<tr>
<td>Case Manager II</td>
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<tr>
<td>Case Manager II (AOT Outreach)</td>
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<tr>
<td>Case Manager II (Housing Project Support)</td>
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<tr>
<td>Housing Specialist/Coordinator</td>
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<tr>
<td>Education/Employment Specialist</td>
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<tr>
<td>Peer Support Specialist</td>
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<tr>
<td>LVN/LPT</td>
<td>1.50</td>
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<tr>
<td>Clinician</td>
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<tr>
<td>Psychiatrist (Subcontractor)</td>
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<tr>
<td>Psychiatrist (Subcontractor)</td>
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<tr>
<td><strong>TOTAL DIRECT PROGRAM FTEs</strong></td>
<td>25.83</td>
</tr>
</tbody>
</table>
N. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services.

3. CONTRACTOR shall, during the term of the Contract, provide a minimum of fifteen thousand eight hundred and sixteen (15,816) DSH, with a minimum of one thousand one hundred and forty (1,140) hours of medication support services and fourteen thousand six hundred and seventy-six (14,676) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and twelve (112) Clients throughout the term of the Contract.

O. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1 - DHCS.

P. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

Q. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

R. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

1. CONTRACTOR shall provide clinical supervision for all registered/waivered employees, interns and volunteers as required by the respective governing licensing board such as the Board of Behavioral Sciences (BBS). Per the BBS, a least one unit of supervision is required for the first 10 hours of psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours of psychotherapy/counseling in a given week; after required hours have been accrued, staff must continue to receive required supervision until a license is issued. Clinical supervision shall be provided by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all registered/waivered employees, interns and volunteers.

2. An intern is an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements.
Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, LPCC, a LCSW, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

5. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

T. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

U. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:

   a. Each staff member who no longer supports the Contract;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR; or
   d. Token is malfunctioning;
   e. Termination of this Contract.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.
EXHIBIT B
TO THE AGREEMENT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2017 THROUGH JUNE 30, 2020

I. BUSINESS ASSOCIATE CONTRACT
A. GENERAL PROVISIONS AND RECITALS
   1. The parties agree that the terms used, but not otherwise defined in the Common Terms and
      Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B below, shall have the same
      meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45
      CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.
   2. The parties agree that a business associate relationship under HIPAA, the HITECH Act,
      and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that
      CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of
      COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of
      “Business Associate” in 45 CFR § 160.103.
   3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the
      terms of the Agreement, some of which may constitute PHI, as defined below in
      Subparagraph B.10, to
      be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the
      Agreement.
   4. The parties intend to protect the privacy and provide for the security of PHI that may be
      created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance
      with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH
      Act, and the HIPAA regulations as they may exist now or be hereafter amended.
   5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA
      regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by
      other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.
   6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
      Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the
      covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
      terms of this Business Associate Contract and the applicable standards, implementation specifications,
      and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
with respect to PHI and ePHI created, received, maintained, transmitted, used, or disclosed pursuant to
the Agreement.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and P&Ps, to manage the selection,
development, implementation, and maintenance of security measures to protect ePHI and to manage the
cconduct of CONTRACTOR’s workforce in relation to the protection of that information.

2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted
under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

   a. Breach excludes:

      1) Any unintentional acquisition, access, or use of PHI by a workforce member or
person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use
was made in good faith and within the scope of authority and does not result in further use or disclosure
in a manner not permitted under the Privacy Rule.

      2) Any inadvertent disclosure by a person who is authorized to access PHI at
CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health
care arrangement in which COUNTY participates, and the information received as a result of such
disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

      3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief
that an unauthorized person to whom the disclosure was made would not reasonably have been able to
retain such information.

   b. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or
disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach
unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised
based on a risk assessment of at least the following factors:

      1) The nature and extent of the PHI involved, including the types of identifiers and the
likelihood of re-identification;

      2) The unauthorized person who used the PHI or to whom the disclosure was made;

      3) Whether the PHI was actually acquired or viewed; and

      4) The extent to which the risk to the PHI has been mitigated.

3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy
Rule in 45 CFR § 164.501.

4. “DRS” shall have the meaning given to such term under the HIPAA Privacy Rule in 45
CFR § 164.501.

5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45
CFR § 160.103.

6. “Health Care Operations” shall have the meaning given to such term under the HIPAA
Privacy Rule in 45 CFR § 164.501.
7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. “Physical Safeguards” are physical measures, policies, and procedures to protect CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.


10. “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. “Secretary” shall mean the Secretary of the Department of HHS or his or her designee.

13. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.


15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the P&Ps for its use that protect ePHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.
3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY’s compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY’s obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, agents, subcontractors, and agents of its subcontractors.

14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY’s request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Subparagraph C; or

b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.
17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR’s operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate P&Ps to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

   a. Complying with all of the data system security precautions listed under Subparagraph E., below;

   b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;

   c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Subparagraph D of this Business Associate Contract.

5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.
E. DATA SECURITY REQUIREMENTS

1. Personal Controls
   a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR’s expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.

   b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR’s privacy P&Ps, including termination of employment where appropriate.

   c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person’s written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.

   d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each workforce member’s background check documentation for a period of three (3) years.

2. Technical Security Controls
   a. Workstation/Laptop Encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the COUNTY.

   b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable Media Devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises” if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s locations.

e. Antivirus Software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight (8) characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)
2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission Encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides
assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receive, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receive, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receive, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receive, maintain, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receive, maintain, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receive, maintain, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR, or by exercising reasonable diligence, would have been known to CONTRACTOR.

b. CONTRACTOR shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence, would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR’s notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification.

3. CONTRACTOR’s notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an E-Mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR’s initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

1) The Disclosure is required by law; or
2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary P&Ps of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

I. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY’s notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR’s Use or Disclosure of PHI.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’s Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR’s Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY’s knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:
   a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the violation within thirty (30) business days; or
   b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within thirty (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.
   a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.
   b. CONTRACTOR shall retain no copies of the PHI.
   c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.

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EXHIBIT C
TO THE AGREEMENT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2017 THROUGH JUNE 30, 2020

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in
effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall
include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the
CIPA, CCC § 1798.29(d).

3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS.

4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the
COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created
by CONTRACTOR in connection with performing the functions, activities and services specified in the
Agreement on behalf of the COUNTY.

5. "IEA" shall mean the IEA currently in effect between the SSA and DHCS.

6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose
unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this
provision, identity shall include, but not be limited to, name, identifying number, symbol, or other
identifying particular assigned to the individual, such as a finger or voice print, a photograph or a
biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use
or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
or tribal inspector general, or an administrative body authorized to require the production of
information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
participation with respect to health care providers participating in the program, and statutes or

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regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

B. TERMS OF AGREEMENT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit C, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR’s operations and the nature and scope of its activities, which incorporate the requirements of Subparagraph c. below. CONTRACTOR will provide COUNTY with its current policies upon request.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in Subparagraph E. of the Business Associate Contract, Exhibit B to the Agreement; and

2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security
requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic
Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local
Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that
any of CONTRACTOR’s agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree
to the same requirements for privacy and security safeguards for confidential data that apply to
CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful
effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or
its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR’s Agents and Subcontractors. To impose the same restrictions and
conditions set forth in this Personal Information and Security Contract on any subcontractors or other
agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the
disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or
COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,
injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives
DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or
DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including
employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist
the COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the
CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such
Breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI
and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract,
Exhibit B to the Agreement.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate
an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for
carrying out the requirements of this Personal Information Privacy and Security Contract and for
communicating on security matters with the COUNTY.
SECOND AMENDMENT FOR PROVISION OF GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES BETWEEN COUNTY OF ORANGE AND TELECARE CORPORATION MARCH 1, 2018 THROUGH JUNE 30, 2020

THIS SECOND AMENDMENT TO AGREEMENT entered into this 1st day of June 2019 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and TELECARE CORPORATION, a for profit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Amendment, along with the original Agreement, shall continue to be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, on March 27, 2018, the COUNTY authorized an Agreement with CONTRACTOR for the provision of General Population Full Service Partnership Services for the period March 1, 2018 through June 30, 2020; and

WHEREAS, on March 27, 2018, the Board of Supervisors authorized ADMINISTRATOR to increase the Agreement amount by an amount not to exceed a total of ten percent of the Period One funding for the Agreement; and

WHEREAS, on March 1, 2019, ADMINISTRATOR authorized an increase of the Agreement amount in the amount of $900,718 from $6,481,772 to $7,382,490 for Period Two and in the amount of $1,233,666 from $5,736,358 to $6,970,024 for Period Three, for a revised total Maximum Obligation of $17,838,898; and

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows://
AGREEMENT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES

BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION

JULY 1, 2020 THROUGH JUNE 20, 2021

THIS AGREEMENT entered into this 1st day of March 2018 (effective date), is by and between
the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and TELECARE
CORPORATION, a California for profit corporation (CONTRACTOR). COUNTY and
CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as
“Parties”. This Agreement shall be administered by the County of Orange Health Care Agency
ADMINISTRATOR).

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of General
Population Full Service Partnership Services described herein to the residents of Orange County; and
WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
conditions hereinafter set forth:
NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
herein, COUNTY and CONTRACTOR do hereby agree as follows:

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I. Personal Information Privacy and Security Contract ................................ 1
## REFERENCED CONTRACT PROVISIONS

**Term:** March 1, 2018 through June 30, 2020

- **Period One** means the period from March 1, 2018 through June 30, 2018
- **Period Two** means the period from July 1, 2018 through June 30, 2019
- **Period Three** means the period from July 1, 2019 through June 30, 2020

**Term:** March 1, 2018 through June 30, 2021

- **Period One** means the period from March 1, 2018 through June 30, 2018
- **Period Two** means the period from July 1, 2018 through June 30, 2019
- **Period Three** means the period from July 1, 2019 through June 30, 2020
- **Period Four** means the period from July 1, 2020 through June 30, 2021

### Maximum Obligation:

<table>
<thead>
<tr>
<th>Period One Maximum Obligation:</th>
<th>$3,486,484</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period Two Maximum Obligation:</td>
<td>7,382,490</td>
</tr>
<tr>
<td>Period Three Maximum Obligation:</td>
<td>6,970,024</td>
</tr>
<tr>
<td><strong>TOTAL MAXIMUM OBLIGATION:</strong></td>
<td>$17,838,998</td>
</tr>
</tbody>
</table>

- **Period One Maximum Obligation:** $3,486,484
- **Period Two Maximum Obligation:** 7,382,490
- **Period Three Maximum Obligation:** 6,970,024
- **Period Four Maximum Obligation:** 5,736,358
- **TOTAL MAXIMUM OBLIGATION:** $23,575,356

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 07-654-7363

**CONTRACTOR TAX ID Number:** 94-1735271

**Notices to COUNTY and CONTRACTOR:**

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COUNTY:  County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR:  Leslie Davis
Senior Vice President, Chief Financial Officer
Telecare Corporation
1080 Marina Village Parkway, Suite 100
Alameda, CA 94501
ldavis@telecarecorp.com
## I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. ARRA</td>
<td>American Recovery and Reinvestment Act</td>
</tr>
<tr>
<td>B. ASRS</td>
<td>Alcohol and Drug Programs Reporting System</td>
</tr>
<tr>
<td>C. AES</td>
<td>Advanced Encryption Standard</td>
</tr>
<tr>
<td>D. BCP</td>
<td>Business Continuity Plan</td>
</tr>
<tr>
<td>E. CCC</td>
<td>California Civil Code</td>
</tr>
<tr>
<td>F. CCR</td>
<td>California Code of Regulations</td>
</tr>
<tr>
<td>G. CD/DVD</td>
<td>Compact Disc/Digital Video or Versatile Disc</td>
</tr>
<tr>
<td>H. CEO</td>
<td>County Executive Office</td>
</tr>
<tr>
<td>I. CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>J. CIPA</td>
<td>California Information Practices Act</td>
</tr>
<tr>
<td>K. CHPP</td>
<td>COUNTY HIPAA Policies and Procedures</td>
</tr>
<tr>
<td>L. CHHS</td>
<td>California Health and Human Services Agency</td>
</tr>
<tr>
<td>M. CHS</td>
<td>Correctional Health Services</td>
</tr>
<tr>
<td>N. CMPPA</td>
<td>Computer Matching and Privacy Protection Act</td>
</tr>
<tr>
<td>O. COI</td>
<td>Certificate of Insurance</td>
</tr>
<tr>
<td>P. D/MC</td>
<td>Drug/Medi-Cal</td>
</tr>
<tr>
<td>Q. DHCS</td>
<td>Department of Health Care Services</td>
</tr>
<tr>
<td>R. DoD</td>
<td>US Department of Defense</td>
</tr>
<tr>
<td>S. DPFS</td>
<td>Drug Program Fiscal Systems</td>
</tr>
<tr>
<td>T. DRP</td>
<td>Disaster Recovery Plan</td>
</tr>
<tr>
<td>U. DRS</td>
<td>Designated Record Set</td>
</tr>
<tr>
<td>V. DSM</td>
<td>Diagnostic and Statistical Manual of Mental Disorders</td>
</tr>
<tr>
<td>W. DSM-IV</td>
<td>Diagnostic and Statistical Manual of Mental Disorders. 4th Edition</td>
</tr>
<tr>
<td>X. DSM-V</td>
<td>Diagnostic and Statistical Manual of Mental Disorders. 5th Edition</td>
</tr>
<tr>
<td>Y. FTE</td>
<td>Full Time Equivalent</td>
</tr>
<tr>
<td>Z. E-Mail</td>
<td>Electronic Mail</td>
</tr>
<tr>
<td>AA. EHR</td>
<td>Electronic Health Records</td>
</tr>
<tr>
<td>AB. ePHI</td>
<td>Electronic Protected Health Information</td>
</tr>
<tr>
<td>AC. FIPS</td>
<td>Federal Information Processing Standards</td>
</tr>
<tr>
<td>AD. GAAP</td>
<td>Generally Accepted Accounting Principles</td>
</tr>
<tr>
<td>AE. HCA</td>
<td>Health Care Agency</td>
</tr>
<tr>
<td>AF. HHS</td>
<td>Health and Human Services</td>
</tr>
<tr>
<td>AG. HIPAA</td>
<td>Health Insurance Portability and Accountability Act of 1996, Public Law 104-191</td>
</tr>
</tbody>
</table>
### II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR’s Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR’s Compliance Program, Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required elements by ADMINISTRATOR’s Compliance Officer as described in this Paragraph IV (COMPLIANCE). These elements include:

   a. Designation of a Compliance Officer and/or compliance staff.
   b. Written standards, policies and/or procedures.
   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 acknowledge to 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 Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures review 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 Agreement. 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 Agreement 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 Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. 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, the California Medi-Cal Suspended and Ineligible Provider List, and the Social Security Administration Death Master File and/or any other list or system as identified by the ADMINISTRATOR.

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 the ADMINISTRATOR.”
1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR’s own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

2. An Ineligible Person shall be any individual or entity who:
   a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
   b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS
1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
and are consistent with federal, state and county laws and regulations. This includes compliance with
federal and state health care program regulations and procedures or instructions otherwise
communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
their agents.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims
for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which
accurately describes the services provided and must ensure compliance with all billing and
documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
days after the overpayment is verified by the ADMINISTRATOR.

F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall
constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to
terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR’s right to terminate this
Agreement on the basis of such default.

V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
audio and/or video recordings, in accordance with all applicable federal, state and county codes and
regulations, as they now exist or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
Agreement are clients of the Orange County Mental Health services system, and therefore it may be
necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information
regarding specific clients with COUNTY or other providers of related services contracting with
COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
consents for the release of information from all persons served by CONTRACTOR pursuant to this
Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,
Part 2.6, relating to confidentiality of medical information.
3. In the event of a collaborative service agreement between Mental Health services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. CONFLICT OF INTEREST
CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VII. COST REPORT
A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.
1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

   a. CONTRACTOR may be assessed a late penalty of five hundred dollars ($500) for each business day after the above specified due date that the accurate and complete individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual and/or consolidated Cost Report due COUNTY by CONTRACTOR.

   b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the individual and/or consolidated Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete individual and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.

B. The individual and/or consolidated Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY’s Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to CONTRACTOR.

E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the Cost Report the services rendered with such revenues.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _________ for the cost report period beginning _________ and ending _________ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

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 Agreement 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 Agreement 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 unauthorized 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. Any attempted assignment or delegation in derogation of this paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an //
assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
this subparagraph shall be void.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations
hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
the effective date of the assignment.

5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
CONTRACTOR shall provide written notification within thirty (30) calendar days to
ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any
governing body of CONTRACTOR at one time.

C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by
means of subcontracts, provided such subcontracts are approved in advance, in writing by
ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
under subcontract, and include any provisions that ADMINISTRATOR may require.

1. After approval of a subcontract, ADMINISTRATOR may revoke
the approval of a
subcontract upon five (5) calendar days’ written notice to CONTRACTOR if the subcontract
subsequently fails to meet the requirements of this Agreement or any provisions that
ADMINISTRATOR has required.

2. No subcontract shall terminate
or alter the responsibilities of CONTRACTOR to COUNTY
pursuant to this Agreement.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service agreements usually and customarily
entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
services provided by consultants.

X. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final
decision regarding the disposition of any dispute between the Parties arising under, related to, or
involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final
decision.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if
such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract, including the delivery of goods and/or provision of services. CONTRACTOR’s failure to proceed diligently shall be considered a material breach of this Contract.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR’s demand, it shall be deemed a final decision adverse to CONTRACTOR’s contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

XII. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively Permanent” is defined as having a useful life of one year or longer. Equipment which costs $5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and...
other taxes, and installation costs, or electronic equipment that costs less than $600 but may contained
PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any
Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to
COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in
relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
with funds paid through this Agreement, including date of purchase, purchase price, serial number,
model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,
and shall include the original purchase date and price, useful life, and balance of depreciated Equipment
cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any
or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,
CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Agreement is followed without interruption by another agreement between the
parties for substantially the same type and scope of services, at the termination of this Agreement for
any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through
this Agreement.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIII. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XIV. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of $50,000 ($5,000 for automobile liability) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR’s, its agents, employee’s or subcontractor’s performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR’s SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall constitute a breach of CONTRACTOR’s obligation hereunder and grounds for COUNTY to terminate this Agreement.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the Best’s Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California 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.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>coverage</td>
<td></td>
</tr>
</tbody>
</table>
for owned, non-owned and hired vehicles

Workers’ Compensation

Employers’ Liability Insurance

Network Security & Privacy Liability

Professional Liability Insurance

Sexual Misconduct Liability

H. 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.

I. 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, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

   b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

   a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

   b. A primary and non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

K. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate this Agreement.

M. If CONTRACTOR’s Professional Liability and/or Network Security & Privacy Liability are “Claims Made” policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.

N. The Commercial General Liability policy shall contain a “severability of interests” clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this Agreement by COUNTY.

Q. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

R. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
   a. Prior to the start date of this Agreement.
   b. No later than the expiration date for each policy.
   c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.

2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

   a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

   b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

   c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR’s monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XV. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non–compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR’s operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

XVI. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
   a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;
   b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
2. WIC, Division 5, Community Mental Health Services.
3. WIC, Division 6, Admissions and Judicial Commitments.
4. WIC, Division 7, Mental Institutions.
5. HSC, §§1250 et seq., Health Facilities.
7. CCR, Title 9, Rehabilitative and Developmental Services.
8. CCR, Title 17, Public Health.
9. CCR, Title 22, Social Security.
10. CFR, Title 42, Public Health.
11. CFR, Title 45, Public Welfare.
12. USC Title 42. Public Health and Welfare.
13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

D. CONTRACTOR shall at all times be capable and authorized by the State of California to provide treatment and bill for services provided to Medi-Cal eligible clients while working under the terms of this Agreement.

XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media P&Ps and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use P&Ps as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XVIII. MAXIMUM OBLIGATION

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.
XIX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XX. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers’ representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a client or potential client any service, benefit, or accommodation.
2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
5. Assignment of times or places for the provision of services.
C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or COUNTY’s Patients’ Rights Office.

1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

   a. COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

   b. Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be informed of their right to access the Patients’ Rights Office at any time.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

XXI. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

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1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by E-Mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXII. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

   a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

   b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.
C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve clients or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXIV. PATIENT’S RIGHTS

A. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance process approved by ADMINISTRATOR, to which the beneficiary shall have access.

1. CONTRACTOR’s grievance process shall incorporate COUNTY’s grievance, patients’ rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.

2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients’ Rights Office. The Patients’ Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR’S Director of Behavioral Health Care and the State Patients’ Rights Office.

C. The Parties agree that Clients have recourse to initiate an expression of dissatisfaction to CONTRACTOR, appeal to the County Patients’ Rights Office, file a grievance, and file a Title IX complaint. The Patients’ Advocate shall advise and assist the Client, investigate the cause of the grievance, and attempt to resolve the matter.

D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.”
XXV. PAYMENT CARD COMPLIANCE

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.

XXVI. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health-care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

--- 1. Have documents readily available within forty eight (48) hour notice of a scheduled audit or site visit.
--- 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
--- 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

J. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years following discharge of the client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

L. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

M. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

XXVII. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication.

XXVIII. REVENUE

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided. No client shall be denied services because of an inability to pay.

B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically
provide for the identification of delinquent accounts and methods for pursuing such accounts.

CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
status of fees which are billed, collected, transferred to a collection agency, or deemed by
CONTRACTOR to be uncollectible.

D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
persons other than individuals or groups eligible for services pursuant to this Agreement.

XXIX. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof
to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
in full force and effect, and to that extent the provisions of this Agreement are severable.

XXX. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
purposes:

1. Making cash payments to intended recipients of services through this Agreement.

2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
use of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.

5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing
body for expenses or services.

6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

7. Paying an individual salary or compensation for services at a rate in excess of the current
Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
Schedule may be found at www.opm.gov.

8. Severance pay for separating employees.

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
codes and obtaining all necessary building permits for any associated construction.

10. Supplanting current funding for existing services.

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B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
6. Providing inpatient hospital services or purchasing major medical equipment.
7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

XXXI. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner to be COUNTY’s employees.

XXXII. TERM

A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, 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 Agreement on a weekend or holiday may be performed on the next regular business day.
XXXIII. TERMINATION

A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days written notice given the other Party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. COUNTY may terminate this Agreement 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 Agreement.
   5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
   6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
   7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING
   1. Any obligation of COUNTY under this Agreement is contingent upon the following:
      a. The continued availability of federal, state and county funds for reimbursement of COUNTY’s expenditures, and
      b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
   2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days’ written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.
F. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

3. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client’s best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

9. Provide written notice of termination of services to each client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXXIV. THIRD PARTY BENEFICIARY

Neither Party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services pursuant to this Agreement.
XXXV. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.
IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement, in the County of Orange, State of California.

TELECARE CORPORATION

BY: ___________________________ DATED: ______________
TITLE: __________________________

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.
EXHIBIT A

TO THE AGREEMENT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
MARCH 1, 2018 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS, and documentation that the Clients are receiving services at a level, frequency and duration that is consistent with each Client’s level of impairment and treatment goals and is consistent with individualized, solution-focused, evidence-based practices.

2. ADL means Activities of Daily Living and refers to diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

3. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS.

4. Benefits Specialist means a specialized position that would primarily be responsible for coordinating Client applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to recovery-consistent mental health practices where the recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

   a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

   b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

   c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in
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. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Clients 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

7. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case management, linkage, follow ups for individuals evaluated.

8. Certified Reviewer means an individual that obtains certification by completing all requirements set forth in the Authority and Quality Improvement Services Reviewer Training Verification Sheet.

9. Client or Member means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Agreement, who experiences severe mental illness.

10. 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.

11. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates 24 hours a day that services Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

12. CSW means Clinical Social Worker and refers to an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master’s clinical experience in a mental health setting.

13. Data Collection System means a software designed for collection, tracking and reporting outcomes data for Clients enrolled in the FSP Programs.

a. 3 M’s means the Quarterly Assessment Form that is completed for each Client every three months in the approved data collection system.

b. Data Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Clients’ perspective which will improve understanding of
Clients’ needs and desires towards furthering their recovery. This individual will provide feedback to
the program and work collaboratively with the employment specialist, education specialist, benefits
specialist, and other staff in the program in strategizing improved outcomes in these areas. This position
will be responsible for attending all data and outcome related meetings and ensuring that program is
being proactive in all data collection requirements and changes at the local and state level.

c. Data Certification means the process of reviewing State and COUNTY mandated
outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the
data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a Client’s movement or
changes in the approved data collection system. A KET must be completed and entered accurately each
time the CONTRACTOR is reporting a change from previous Client status in certain categories. These
categories include: residential status, employment status, education, legal status, emergency intervention
episodes, and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each
Client that must be completed and entered into data collection system within thirty (30) days of the
Partnership date.

14. DCR means Data Collection and Reporting and refers to the DHCS developed data
collection and reporting system that ensures adequate research and evaluation regarding the effectiveness
of services being provided and the achievement of outcome measures. COUNTY is required to report
Client information and outcomes of the FSP program directly to the FSP DCR system by XML file
submission of the three different type of Client assessments (PAF, KET, and 3M).

15. Diagnosis means the definition of the nature of the Client's disorder. When formulating the
Diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current
edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be
recorded on all IRIS documents, as appropriate.

16. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends
providing Client services. DSH credit is obtained for providing mental health, case management,
medication support and a crisis intervention service to any Client open in IRIS which includes both
billable and non-billable services.

17. Engagement means the process by which a trusting relationship between worker and
Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of
Client(s) is the objective of a successful outreach.

18. Face-to-Face means an encounter between Client and provider in which they are both
physically present.

19. 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 Clients 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 Client, 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 Client to staff ratio for the General Population FSP will be in the range of fifteen to twenty (15 – 20) Clients to one (1) staff, ensuring relationship building and intensive 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 Recovery Services;
5) Vocational and Educational services;
6) Job Coaching/Developing;
7) Client 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.

a. Client services are focused on recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the Client in their current community setting and will develop a supportive relationship with the individual served. Substance use treatment will be integrated into services and provided by the Client’s team to individuals with a co-occurring disorder.
b. The FSP shall offer “whatever it takes” to engage seriously mentally ill adults, including those who have co-occurring disorder, 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 Clients to progress through pre-determined quality of life outcome domains (housing, decreased incarcerations, decreased hospitalizations, increased education involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and become more independent and self-sufficient as Clients move through the continuum of recovery as evidenced by progressing to a 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 Clients 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 Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Client’s mental health treatment activities.

22. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes an evaluation to determine if the Client 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 field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a licensed 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.

25. Job Coach/Developer means a specialized position dedicated to developing and increasing employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

26. Linkage means to assist an individual to connect with a referred service.

27. Medical Necessity means the requirements as defined by CCR, Title 9 and as listed in the COUNTY MHP Medical Necessity for Medi-Cal Reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

28. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the rules of conduct for the program.

29. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history. Diagnosis and the use of testing procedures.
b. Collateral means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.

c. Co Occurring Integrated Treatment Model means, in evidence based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance use disorders from the same practitioner or treatment team.

d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

f. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

g. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

h. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

30. Mental Health Worker means an individual that assists in planning, developing and evaluating mental health services for Clients; provides liaison between Clients and service providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client related services to Clients experiencing mental health, and substance use disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

31. MFT means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 626.
32. MHS means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management studies.

33. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

34. MORS means Milestones of Recovery Scale and refers to a recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools. MORS is ideally suited to serve as a recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

35. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for Specialty Mental Health Services.

36. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers.

37. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

38. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

39. Peer Recovery Specialist/Counselor means an individual who has been through the same or similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

40. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

41. PHI means Protected Health Information and refers to individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.
42. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waivered in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

43. Plan Coordinator means an MHS, CSW, or MFT that provides mental, crisis intervention and case management services to those Clients who seek services in the COUNTY operated outpatient programs.

44. Pre-Licensed Therapist means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

45. Program Director means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

46. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

47. Promotores means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population they serve. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

48. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community-based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength based, culturally/linguistically competent and Client centered approach.

49. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

50. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

51. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high risk” Medi-Cal Clients to monitor and evaluate the quality and
appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

52. Recovery means a process of change through which individuals improve their health and wellness, live a self directed life, and strive to reach their full potential. The four major dimensions to support a life in recovery are:

a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;

b. Home: A stable and safe place to live;

c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society;

and

d. Community: Relationships and social networks that provide support, friendship, love, and hope.

53. Referral means the act of sending an individual to another person or place for services, help, advice, etc. When indicated, follow up shall be provided within five (5) working days to assure that the Client has made contact with the referred service.

54. SUD means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the latest DSM.

55. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. The Supportive Housing PSC will assist with building and maintaining relationships with housing management and owner operators, and consult with the multidisciplinary team of staff assigned by the program.

56. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

57. Token means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

58. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

59. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients’ level of need and desired support. The Vocational/Educational Specialist will provide
“one on one” vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of the Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

60. WRAP means Wellness Recovery Action Plan and refers to a Client self-help tool for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

### II. BUDGET

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— B. CONTRACTOR and ADMINISTRATOR mutually agree that the Maximum Obligation identified in Subparagraph II.A. of this Exhibit A to the Agreement includes Indirect Costs not to exceed fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

— C. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

— D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Agreement, 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.

— E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of approximately forty-five percent (45%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.

— F. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.

3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.
5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to:
   
a. Purpose for which Flexible Funds are to be utilized. This shall include a description of
   what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible
   Funds shall be individualized according to Client’s needs. Include a sample listing of certain
   expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;
   
b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds
   expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may
   include procedures for check requests/petty cash, or other methods of access to these funds;
   
c. Identification of the process for documenting and accounting for all Flexible Funds
   expenditures, which shall include, but not be limited to, retention of comprehensive source
   documentation such as receipts, copy of Client’s lease/rental agreements, general ledgers, and needs
   documented in Client’s treatment plan;
   
d. Statement indicating that Flexible Funds may be utilized when other community
   resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a
   timely manner, or are not appropriate for a Client’s situation. PSCs will assist Clients in exploring other
   available resources, whenever possible, prior to utilizing Flexible Funds;
   
e. Statement indicating that no single Flexible Funds expenditure, in excess of $1,000,
   shall be made without prior written approval of ADMINISTRATOR. In emergency situations,
   CONTRACTOR may exceed the $1,000 limit, if appropriate and justified, and shall notify
   ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs
   and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe
   may result in disallowance of the expenditure;
   
f. Statement that pre-purchases shall only be for food, transportation, clothing and motels,
   as required and appropriate;
   
g. Statement indicating that pre-purchases of food, transportation and clothing vouchers
   and/or gift cards shall be limited to a combined, $5,000 supply on hand at any given time and that all
   voucher and/or gift card purchases and disbursement shall be tracked and logged by designated
   CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than
   twenty five ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;
   
h. Statement indicating that pre purchases for motels shall be on a case-by-case basis and
   time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase
   of motel rooms shall be tracked and logged upon purchase and disbursement;
   
i. Statement indicating that Flexible Funds are not to be used for housing for Clients that
   have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by
   ADMINISTRATOR;
j. Statement indicating that Flexible Funds shall not be given in the form of cash to any
Client either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and

k. Identification of procedure to ensure secured storage and documented disbursement of
gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff
possession.

G. 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 Clients, 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.

H. 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 generally accepted principles of accounting, 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
Agreement, must be reflected in CONTRACTOR’s financial records.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
$871,621 per month for Period One, $540,148 per month for Period Two from July 1, 2018 through
February 28, 2019, $765,327 per month for Period Two from March 1, 2019 through June 30, 2019,
and $580,835 per month for Period Three. All payments are interim payments only, and subject to final
settlement in accordance with the Cost Report Paragraph of the Agreement 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 Agreement; provided,
however, the total of such payments does not exceed the Maximum Obligation for each period as stated
in the Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR’s costs
are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at
its discretion, pay supplemental invoices for any month for which the provisional amount specified
above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
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 amounts to CONTRACTOR and the
year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR’s invoice 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)
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.

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 Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
specifically agreed upon in a subsequent Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
Payments Paragraph of this Exhibit A to the Agreement.

IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by
ADMINISTRATOR and the DHCS on forms provided by either agency.
B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING—CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees’ names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports shall include, but not limited to, the following:
   a. A description of CONTRACTOR’s progress in implementing the provisions of this Agreement,
   b. Report of placement and movement of Clients along the continuum of services,
   c. Voluntary and involuntary hospitalizations and special incidences,
   d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.
   e. Reporting of the numbers of Clients based upon their level of function in the MORS Level system.
f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.

g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify and submit incident reports on an approved form to COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

E. ADDITIONAL REPORTS—Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

G. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by ADMINISTRATOR. Said psychometrics are for the COUNTY’s analytical uses only, and shall not be relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY harmless, and indemnify pursuant to Section XII, from any claims that arise from non-COUNTY use of said psychometrics.

V. SERVICES

A. FACILITY—CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of General Population Full Service Partnership Services for exclusive use by COUNTY at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR:

2531 West Woodland Drive
Anaheim, CA 92801

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1. The facility shall include space to support the services identified within the Agreement has not been fully paid.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, the CONTRACTOR shall operate extended hours at least two (2) evenings or day per week and provide limited weekend services and activities to accommodate Clients’ needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED - Severe mentally ill adults, ages eighteen (18) years and older, legally residing in Orange County and otherwise eligible for public services under Federal and State law, and have one or more of the following conditions:

1. Homelessness or at risk of homelessness;
2. At risk of institutionalization or hospitalization;
3. Co occurring substance use disorders; or
4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES — CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to recovery in the services provided:

1. Ensuring Cultural Considerations — CONTRACTOR shall tailor services to the Clients’ worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients’ identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience — To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery — CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients’ stages of recovery to ensure that Clients are “fully served.”
4. Outreach and Engagement—CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need services.

5. Welcoming Environments—CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in recovery. The healing and recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change—CONTRACTOR shall effect change by first focusing interventions based on Clients’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery—CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports—CONTRACTOR shall assist Clients in becoming more engaged in their recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building—CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach—CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that recovery is possible.

11. Client Self-Management—CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders—CONTRACTOR shall integrate substance use and mental health services into one treatment plan as it is critical to the recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance use interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance use disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy—CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.
14. Reconnecting with Family — CONTRACTOR shall facilitate the recovery process and add an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration — CONTRACTOR shall work with Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and increasing their opportunities to meet new people as Clients recovery progresses.

16. Education, Employment and Volunteering — CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System — CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care — CONTRACTOR shall ensure all FSP Clients have access to needed comprehensive health care. Access to these services is particularly critical since mental health Clients often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration — CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure — CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff — CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Clients is transformational and not only helps Clients give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options — CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to develop the confidence to move to lower levels of care or full community integration.

24. Evidence-Based Practices — CONTRACTOR shall focus on using EBPs whenever possible. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving desired results. These results will be made available to COUNTY and the general public via
the MHSA website, quarterly outcome focused management meetings and public forums upon request and approval of COUNTY.

D. PROGRAM SERVICES—CONTRACTOR’s program shall include, but not be limited to, the following services under the provision of the General Population FSP services:

1. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.


   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons when indicated.

   b. Plan development related to decreasing impairments, delivering of services, evaluating of the status of the Client’s community functions, and prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.

   c. Medication support services may occur in the office or in the field.

3. Co-Occurring Services: Follow a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance use research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals with co-occurring issues shall be provided a range of co-occurring services including linkage to medical detox, social detox, residential treatment, etc.

4. Vocational and Educational Services: As part of the continuum of recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.

   a. Educational Services: CONTRACTOR shall engage Clients in activities to support them in achieving the highest educational functioning possible. Services and activities may include General Education Diploma preparation, and linkage to colleges, vocational training and adult schools. Peers may be used as teachers’ aides to ease the anxiety of a new Client returning to continue educational goals.
b. Pre Vocational/Vocational Services: CONTRACTOR shall engage Clients in pre-vocational/vocational activities that assist them in determining their skills, interests, values, and realistic career goals, and services that help them in developing work skills, gaining work experience and finding employment. Activities and services may include, but not be limited to the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job coaching, job placement, job retention, and symptom management in the workplace. The intent of these activities and services is to actively involve Clients in identifying and developing their own positive work identities; building self-confidence and vocational skills; and ultimately obtaining and maintaining employment. CONTRACTOR shall assist Clients to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals, and provide supportive services to ensure vocational success.

c. Job Coaching/Developing: The Employment Specialist shall assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. Family and Peer Support Services:

a. Connection to community, family and friends is a critical element to recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services; peers will be hired as Peer Recovery Specialists to assist Clients in their recovery.

b. Supportive Socialization and Meaningful Community Roles: CONTRACTOR shall provide client-centered services that will support Clients in their recovery, self-sufficiency and development of meaningful life activities and relationships.

6. Transportation Services: CONTRACTOR shall provide transportation services which may include, but not be limited to: provision of bus tickets; transportation to appointments deemed necessary for the Client care; or transportation for emergency psychiatric evaluation or treatment.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who are not able to manage their finances independently. These Clients include those that have funding, but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.

8. On-call Services: CONTRACTOR shall provide on-call services. CONTRACTOR staff must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits
Specialist to assist Clients in accessing financial benefits and/or entitlements, or other needed community services for eligible individuals. The specialist shall be knowledgeable of entitlements, such as SSI/SSDI, CalFresh, General Relief, and will work with Clients to gather records, complete the application process, and secure benefits/entitlements as quickly as possible.

10. Housing Services: CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership Clients. This service category includes a comprehensive needs assessment, linkage and placement in a safe living arrangement, and ongoing support to sustain an appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing and providing supportive services for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall use a Housing First model, an approach that is centered on the belief that individuals can achieve stability in permanent housing directly from homelessness and that stable housing is the foundation for pursuing other health and life goals; thus services are oriented to help individuals obtain permanent housing as quickly and with as few intermediate steps as possible. CONTRACTOR shall provide services and supports to help Clients engage in needed services, and identify and address housing issues in order to achieve and maintain housing stability. CONTRACTOR shall develop working relationships and collaborations with COUNTY’s Housing Services, local housing authorities, housing providers, property owners, property management staff, etc. to ensure that Clients have access to an array of readily available housing options, facilitate successful transition and placement, and maximize the Clients’ ability to live independently in the community. All housing options provided by a FSP must meet minimum requirements set by the COUNTY. CONTRACTOR’s staff shall include a Housing Specialist and, if needed, a Supportive Housing PSC to provide housing services and supports to all enrolled Clients. Housing options shall include, but not be limited to:

- a. Emergency Housing: Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured.

- b. Motel Housing: For individuals who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Flexible Funds Paragraph of this Exhibit A.

- c. Transitional Housing: For individuals who will benefit from an intermediate step between shelter and permanent housing. Transitional housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTOR may look into housing options such as master leasing.

- d. Permanent Housing: Obtaining permanent housing is an overarching goal for all FSP members. Permanent housing refers to housing where tenants have leases that confer the full rights, responsibilities and legal protections under housing laws; and includes, but is not limited to, utilization...
of Continuum of Care Vouchers, and living independently in homes/apartments and County based housing projects.

e. Residential Substance Use Treatment Programs and Sober Living Homes as a housing option shall be available when appropriate to provide the Clients the highest probability of success towards recovery.

11. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical needs of the Client. CONTRACTOR shall routinely coordinate care planning and treatment with the primary care-physician through obtaining records and consultation. CONTRACTOR shall provide to the Primary Care Provider when indicated.

12. Peer-Run Center: CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Clients’ needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide client input into program development and quality improvement.

13. Group Services: CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Recovery and Wellness, Life Skills, Coping Skills, etc.

14. Meaningful Community Roles: CONTRACTOR shall assist each Client to identify some meaningful role in his/her life that is separate from the mental illness. Clients need to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each Client to join the larger community and interact with people who are unrelated to their mental illness.

15. Intensive Case Management Service: CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach and engagement, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

16. Homeless Mentally Ill Outreach and Treatment (HMIOT) CONTRACTOR shall provide intensive outreach and mobile mental health services to adult individuals with serious mental illness who are also experiencing homelessness and have not engaged in services. CONTRACTOR shall purchase and operate two (2) mobile vehicles to increase access and facilitate outreach and engagement. One vehicle shall be used to provide outreach and identify potential individuals in need of services. The second vehicle shall be used to provide mobile mental health treatment and supportive services. Upon successful engagement, CONTRACTOR shall transition individuals to the appropriate FSP program to continue mental health treatment services.
a. CONTRACTOR shall coordinate and collaborate with Health Care Agency’s Behavioral Health Services (BHS) Outreach and Engagement (O&E) to have two HMIOT outreach teams to provide outreach, build rapport, develop trust and engage individuals in services. CONTRACTOR shall “meet clients where they are” and be responsive and flexible in service delivery. CONTRACTOR shall utilize various engagement tools such as clothing, food, shoes, blankets, bus passes, hygiene kits, etc. and address barriers to engagement such as transportation, pet care, property storage, etc.

b. CONTRACTOR shall provide mobile mental health treatment and supportive services to individuals referred by HMIOT outreach teams. Services include but not be limited to: assessment, intensive case management, crisis intervention, housing, medication support, referrals and linkages.

c. CONTRACTOR shall coordinate and collaborate with HCA’s Housing and Supportive Services, housing operators, local police departments and other community partners as appropriate to support and facilitate successful outreach, engagement and housing placement. CONTRACTOR shall have knowledge of housing resources and ensure appropriate training of staff.

d. CONTRACTOR shall develop outcome tools, with consultation from ADMINISTRATOR, and track outcomes and services information including but not limited to: (1) number of individuals served, (2) number of successful linkages to behavioral health treatment, (3) number of members engaged in behavioral health treatment as evidenced by successful completion of intake and two follow-up sessions, and (4) number of successful assessments for housing opportunities including completing the Vulnerability Index-Service Prioritization Decision Assistance Tools (VI-SPDAT), supporting individuals to achieve document-ready status for Coordinated Entry System and completing housing applications.

e. CONTRACTOR shall ensure appropriate and timely documentation of HMIOT services provided.

f. CONTRACTOR shall submit monthly HMIOT services report to ADMINISTRATOR on a form acceptable to or provided by ADMINISTRATOR, no later than twenty (20) calendar days following the end of the month being reported unless otherwise specified. The report shall include information such as individuals served, services provided, and outcomes.

g. CONTRACTOR shall work with ADMINISTRATOR to complete the evaluation and summary report as required by the Department of Health Care Services. A preliminary report may need to be submitted to ADMINISTRATOR prior to submitting the final report.

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

2. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.

3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family members and significant others, employers, and
COUNTY departments and Agencies such as, but not limited to: Courts, Probation Department, Parole and Social Services Agency.

4. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours).

5. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.

6. CONTRACTOR shall have an identified individual who shall:

   - a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and ensure all charts are in compliance with medical necessity and Medi-Cal chart standards;

   - b. Provide clinical support and training to PSCs on chart documentation and treatment plans;

   - c. Become a certified reviewer by the ADMINISTRATOR’s Authority and Quality Improvement Services (AQIS) unit within six months from the start of the Agreement;

   - d. Oversee all aspects of the clinical services of the recovery program;

   - e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;

   - f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and

   - g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.

7. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.

8. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

9. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

10. CONTRACTOR shall ensure compliance with workload standards and productivity.

11. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program. Discharge of clients from the program shall be determined by the client’s movement along the recovery continuum and shall be a coordinated effort between the ADMINISTRATOR and CONTRACTOR when indicated.
12. CONTRACTOR shall submit corrective action plans upon request.

13. CONTRACTOR shall comply with ADMINISTRATOR P&Ps and guidelines.

14. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred for admission.

F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

G. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.

H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Agreement to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Agreement.

J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P’s, review of statistics and clinical services;

3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.

K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:

1. Admission Criteria and Admission Procedure

2. Assessments and Individual Service Plans

3. Crisis Intervention/Evaluation for Involuntary Holds

4. Handling Non-Compliant Clients/Unplanned Discharges

5. Medication Management and Medication Monitoring

6. Community Integration/Case Management/Discharge Planning

7. Documentation Standards

8. Quality Management/Performance Outcomes

9. Personnel/In-service Training
10. Unusual Occurrence Reporting

11. Code of Conduct/Compliance/HIPAA standards and Compliance

12. Mandated Reporting

L. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:

   1. Orientation to the program’s goals, P&Ps, and FSP program philosophies

   2. Training on subjects as required by state regulations

   3. Recovery philosophy, client empowerment and strength-based services

   4. Crisis intervention and de-escalation

   5. Co-occurring mental illness and substance use disorders

   6. Motivational interviewing

   7. EBPs that support recovery

   8. Outreach and engagement

   9. Trauma-informed care

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.

   1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;

   2. Maximize the use of the allocated funds;

   3. Ensure timely and accurate reporting of monthly expenditures;

   4. Maintain appropriate staffing levels;

   5. Request budget and/or staffing modifications to the Agreement;

   6. Effectively communicate and monitor the program for its success;

   7. Track and report expenditures electronically;

   8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and

   9. Act quickly to identify and solve problems.

N. 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.

O. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.
--- P. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

--- Q. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

--- R. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

--- S. PERFORMANCE OUTCOMES – CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Agreement.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Agreement.

4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Agreement.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Agreement.

6. One (1) through five (5) in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the CONTRACTOR to educate themselves with best practices and those associated with attainment of higher levels of recovery.

7. CONTRACTOR shall track the number of Clients at various stages on the MORS.

8. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

--- T. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M's, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.
1. DATA — Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

2. TRANSFER UTILITY — CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

U. DATA CERTIFICATION — POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Agreement. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Agreement, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Agreement.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:
   a. Review the approved data collection database for accuracy and to ensure that each field is completed;
   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
   c. Review the approved data collection system reports to identify trends, gaps and quality of care;
   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections;
   e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct;
   f. Ensure monthly evaluation of Clients using MORS and enter the MORS score into approved data collection system. The score rating for each individual member will be entered under the clinical assessment tools; and
   g. Complete, sign and submit the Data Certification Form to ADMINISTRATOR by the tenth (10th) of every month.
V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

VI. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include: but not be limited to: records of participation in COUNTY-sponsored or other applicable training, recruitment and hiring P&Ps, copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Agreement.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training and Annual Compliance Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state and federal regulatory requirements.

H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state and federal regulatory requirements.

I. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

J. CONTRACTOR, including each employee that provides services under the Agreement, will obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement.
CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty (40) hours work per week.

<table>
<thead>
<tr>
<th>DIRECT PROGRAM</th>
<th>FTEs</th>
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<tbody>
<tr>
<td>Regional Director of Operations</td>
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<td>Program Administrator</td>
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<td>Clinical Director</td>
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<td>Office Coordinator/Administrative Assistant</td>
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<tr>
<td>Data Analyst</td>
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<tr>
<td>IS Business Services Manager</td>
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<td>Billing Specialist</td>
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<tr>
<td>Regional IT Support Analyst</td>
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<td>Medical Records Technician/Receptionist</td>
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<tr>
<td>Quality Coordinator/Trainer</td>
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<td>Driver</td>
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<tr>
<td>Recovery Specialist I/Driver</td>
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<tr>
<td>PSC II</td>
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<td>PSC II - Outreach &amp; Engagement</td>
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<tr>
<td>Benefits Specialist</td>
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<tr>
<td>Peer Support Specialist</td>
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<td>PSC I</td>
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<td>Psychiatrist (Subcontractor)</td>
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<tr>
<td>TOTAL DIRECT PROGRAM FTEs</td>
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</tr>
</tbody>
</table>

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L. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of twenty-five thousand nine hundred and ninety-eight (25,998) DSH, with a minimum of two thousand and ten (2,010) hours of medication support services and twenty-three thousand nine hundred and eighty-eight (23,988) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR understands and agrees that these are minimum requirements and shall make every effort to exceed these minimums.

4. CONTRACTOR shall maintain an active and ongoing caseload of two hundred (200) Clients throughout the term of the Agreement. CONTRACTOR shall ensure a Client to staff ratio of fifteen to twenty (15–20) Clients to one (1) staff.

M. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9—Rehabilitative and Developmental Services, Division 1.

N. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

O. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

P. CONTRACTOR may augment 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 clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a LMFT, a LCSW, or a licensed Clinical Psychologist.
3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

Q. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

R. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

S. TOKENS — ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
   a. Each staff member who no longer supports the Agreement;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR;
   d. Token is malfunctioning;
   e. Termination of this Agreement.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

T. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.
EXHIBIT A

TO THE CONTRACT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS, and documentation that the Clients are receiving services at a level, frequency and duration that is consistent with each Client’s level of impairment and treatment goals and is consistent with individualized, solution-focused, evidence-based practices.

2. ADL means Activities of Daily Living and refers to diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

3. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS.

4. Benefits Specialist means a specialized position that would primarily be responsible for coordinating Client applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to recovery-consistent mental health practices where the recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in
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. Case Management Linkage Brokerage means a process of identification, assessment of
need, planning, coordination and linking, monitoring and continuous evaluation of Clients 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 Client in the assessment, determination of need and securing of adequate and and
appropriate living arrangements.

7. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any
adult who has a psychiatric emergency. This program assists law enforcement, social service agencies,
and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary
program that conducts risk assessments, initiates involuntary hospitalizations, and provides case
management, linkage, follow ups for individuals evaluated.

8. Certified Reviewer means an individual that obtains certification by completing all
requirements set forth in the Authority and Quality Improvement Services Reviewer Training
Verification Sheet.

9. Client or Member means an individual, referred by COUNTY or enrolled in
CONTRACTOR’s program for services under the Contract, who experiences severe
mental illness.

10. 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.

11. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that
operates 24 hours a day that services Orange County residents, aged 18 and older, who are experiencing
a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation,
crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated
outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

12. CSW means Clinical Social Worker and refers to
an individual who meets the minimum
professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of
post-master’s clinical experience in a mental health setting.

13. Data Collection System means a software designed for collection, tracking and reporting
outcomes data for Clients enrolled in the FSP Programs.

   a. 3 M’s means the Quarterly Assessment Form that is completed for each Client every
       three months in the approved data collection system.

   b. Data Analysis Specialist means a person who is responsible for ensuring the program
      maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on
      strategies for gathering new data from the Clients’ perspective which will improve understanding of
Clients’ needs and desires towards furthering their recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education, legal status, emergency intervention episodes, and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

14. DCR means Data Collection and Reporting and refers to the DHCS developed data collection and reporting system that ensures adequate research and evaluation regarding the effectiveness of services being provided and the achievement of outcome measures. COUNTY is required to report Client information and outcomes of the FSP program directly to the FSP DCR system by XML file submission of the three different type of Client assessments (PAF, KET, and 3M).

15. Diagnosis means the definition of the nature of the Client's disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

16. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

17. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful outreach.

18. Face-to-Face means an encounter between Client and provider in which they are both physically present.

19. 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 Clients 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 Client, 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 Client-to-staff ratio for the General Population
FSP will be in the range of fifteen to twenty (15 – 20) Clients to one (1) staff, ensuring relationship
building and intensive 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 Recovery Services;

5) Vocational and Educational services;

6) Job Coaching/Developing;

7) Client 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.

a. Client services are focused on recovery and harm reduction to encourage the highest
level of Client empowerment and independence achievable. PSC’s will meet with the Client in their
current community setting and will develop a supportive relationship with the individual served.
Substance use treatment will be integrated into services and provided by the Client’s team to individuals
with a co-occurring disorder.

b. The FSP shall offer “whatever it takes” to engage seriously mentally ill adults,
including those who have co-occurring disorder, 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 Clients to progress through pre-determined quality of life outcome
domains (housing, decreased incarcerations, decreased hospitalizations, increased education
involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and
become more independent and self-sufficient as Clients move through the continuum of recovery as
evidenced by progressing to a 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 Clients with applications to low income housing, housing subsidies, senior housing, etc. This individual is responsible for keeping abreast of the continuum of housing placements as well as Fair Housing laws and guidelines. This individual is responsible for understanding the procedures involved in housing placement, including but not limited to: the referral process, Coordinated Entry System, Licensed Residential placements, and temporary housing placements.

21. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Client’s mental health treatment activities.

22. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes an evaluation to determine if the Client 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 field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a licensed 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.

25. Job Coach/Developer means a specialized position dedicated to developing and increasing employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

26. Linkage means to assist an individual to connect with a referred service.

27. Medical Necessity means the requirements as defined by CCR, Title 9 and as listed in COUNTY MHP Medical Necessity for Medi-Cal Reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

28. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the rules of conduct for the program.
29. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:
   a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.
   b. Collateral means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.
   c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance use disorders from the same practitioner or treatment team.
   d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.
   e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.
   f. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.
   g. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.
   h. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

30. Mental Health Worker means an individual that assists in planning, developing and evaluating mental health services for Clients; provides liaison between Clients and service providers;
and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client related services to Clients experiencing mental health, and substance use disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

31. MFT means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 626.

32. MHS means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management studies.

33. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

34. MORS means Milestones of Recovery Scale and refers to a recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools. MORS is ideally suited to serve as a recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

35. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for Specialty Mental Health Services.

36. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers.

37. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

38. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

39. Peer Recovery Specialist/Counselor means an individual who has been through the same or similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

40. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.
41. PHI means Protected Health Information and refers to individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

42. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waivered in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

43. Plan Coordinator means an MHS, CSW, or MFT that provides mental, crisis intervention and case management services to those Clients who seek services in the COUNTY operated outpatient programs.

44. Pre-Licensed Therapist means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

45. Program Director means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

46. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

47. Promotores means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population they serve. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

48. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.
49. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

50. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

51. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

52. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. The four major dimensions to support a life in recovery are:
   a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;
   b. Home: A stable and safe place to live;
   c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
   d. Community: Relationships and social networks that provide support, friendship, love, and hope.

53. Referral means the act of sending an individual to another person or place for services, help, advice, etc. When indicated, follow-up shall be provided within five (5) working days to assure that the Client has made contact with the referred service.

54. SUD means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the latest DSM.

55. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach. The Supportive Housing PSC will support all MHSA residents living in the assigned housing project, whether or not the tenant is receiving services from the on-site FSP. The Supportive Housing PSC will work with Property Manager, MHSA Housing County monitor, Resident Clinical Service Coordinator, and other support services located on-site. This individual will provide services that support housing sustainability for MHSA tenants and will
be active in supporting and implementing a Full Service Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

56. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

57. Token means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

58. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

59. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one on one” vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of the Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

60. WRAP means Wellness Recovery Action Plan and refers to a Client self-help tool for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

II. BUDGET

COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A-1 to the Contract and the following budget, which are set forth for informational purposes only and may be adjusted by mutual Contract, in advance and in writing, by ADMINISTRATOR and CONTRACTOR.

<table>
<thead>
<tr>
<th>Administrative Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Costs</td>
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<table>
<thead>
<tr>
<th>Program Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$2,084,258</td>
</tr>
<tr>
<td>Benefits</td>
<td>572,145</td>
</tr>
</tbody>
</table>
B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 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. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. 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.

E. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Contract. If the Flexible Funds P&P has not been
approved after thirty (30) days from the start of the Contract, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.

3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:
   a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;
   b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;
   c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental Contracts, general ledgers, and needs documented in Client’s treatment plan;
   d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;
   e. Statement indicating that no single Flexible Funds expenditure, in excess of $1,000, shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the $1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;
   f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;
   g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, $5,000 supply on-hand at any given time and that all
voucher and/or gift card purchases and disbursement shall be tracked and logged by designated
CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than
twenty-five ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and
time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase
of motel rooms shall be tracked and logged upon purchase and disbursement;

i. Statement indicating that Flexible Funds are not to be used for housing for Clients that
have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by
ADMINISTRATOR;

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any
Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and

k. Identification of procedure to ensure secured storage and documented disbursement of
gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff
possession.

F. 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 Clients, 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.

G. 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 generally accepted principles of accounting, and Medicare regulations. The
Client eligibility determination and fee charged to and collected from Clients treated pursuant to the
Contract, must be reflected in CONTRACTOR’s financial records.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
Budget Paragraph of this Exhibit A-1 to the Contract.
III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $478,030. All payments are interim payments only, and 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-1 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated 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 invoices for any month for which the provisional amount specified above has not been fully paid.”

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., 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 invoice 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) 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.

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 and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.
F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-1 to the Contract.

IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports shall include, but not limited to, the following:
a. A description of CONTRACTOR’s progress in implementing the provisions of this Contract.
b. Report of placement and movement of Clients along the continuum of services.
c. Voluntary and involuntary hospitalizations and special incidences.
d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.
e. Reporting of the numbers of Clients based upon their level of function in the MORS Level system.
f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.
g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify and submit incident reports on an approved form to COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&P's.

E. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-1 to the Contract.

G. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by ADMINISTRATOR. Said psychometrics are for the COUNTY’s analytical uses only, and shall not be relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY harmless, and indemnify pursuant to Section XII, from any claims that arise from non-COUNTY use of said psychometrics.

V. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of General Population Full Service Partnership
Services for exclusive use by COUNTY at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR:

2531 West Woodland Drive
Anaheim, CA 92801

1. The facility shall include space to support the services identified within the Contract.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, the CONTRACTOR shall operate extended hours at least two (2) evenings or day per week and provide limited weekend services and activities to accommodate Clients’ needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED - Severe mentally ill adults, ages eighteen (18) years and older, legally residing in Orange County and otherwise eligible for public services under Federal and State law, and have one or more of the following conditions:

1. Homelessness or at risk of homelessness;

2. At risk of institutionalization or hospitalization;

3. Co-occurring substance use disorders; or

4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES – CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to recovery in the services provided:

1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Clients’ worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients’ identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their
PSC agree that they are getting the services they want and need, in order to achieve their wellness and recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients’ stages of recovery to ensure that Clients are “fully served.”

4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need services.

5. Welcoming Environments – CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in recovery. The healing and recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing interventions based on Clients’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports – CONTRACTOR shall assist Clients in becoming more engaged in their recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building – CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach – CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that recovery is possible.

11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders – CONTRACTOR shall integrate substance use and mental health services into one treatment plan as it is critical to the recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance use interventions at the level of the clinical encounter. Ultimately, the goal of
Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance use disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.

14. Reconnecting with Family – CONTRACTOR shall facilitate the recovery process and add an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and increasing their opportunities to meet new people as Clients recovery progresses.

16. Education, Employment and Volunteering – CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System – CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Clients have access to needed comprehensive health care. Access to these services is particularly critical since mental health Clients often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff – CONTRACTOR shall maintain the ability to develop and utilize peers who are knowledgeable about the needs of Clients. CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Clients is transformational and not only helps Clients give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to develop the confidence to move to lower levels of care or full community integration.
24. Evidence-Based Practices – CONTRACTOR shall focus on using EBPs whenever possible, including but not limited to, the Assertive Community Treatment model, which embraces a “whatever it takes” approach to remove barriers for individuals to access the support needed to fully integrate into the community. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving desired results. These results will be made available to COUNTY and the general public via: the MHSA website, quarterly outcome focused management meetings and public forums upon request and approval of COUNTY.

D. PROGRAM SERVICES – CONTRACTOR’s program shall include, but not be limited to, the following services under the provision of the General Population FSP services:

1. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons when indicated.
   b. Plan development related to decreasing impairments, delivering of services, evaluating of the status of the Client's community functions, and prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.
   c. Medication support services may occur in the office or in the field.

3. Co-Occurring Services: Follow a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance use research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals with co-occurring issues shall be provided a range of co-occurring services including linkage to medical detox, social detox, residential treatment, etc. As appropriate, CONTRACTOR shall collaborate with community support groups to include hosting self-help groups.
such as Alcoholics Anonymous and Narcotics Anonymous to provide Clients with an avenue for full recovery.

4. Vocational and Educational Services: As part of the continuum of recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.

a. Educational Services: CONTRACTOR shall engage Clients in activities to support them in achieving the highest educational functioning possible. Services and activities may include General Education Diploma preparation, and linkage to colleges, vocational training and adult schools. Peers may be used as teachers’ aides to ease the anxiety of a new Client returning to continue educational goals.

b. Pre-Vocational/Vocational Services: CONTRACTOR shall engage Clients in pre-vocational/vocational activities that assist them in determining their skills, interests, values, and realistic career goals, and services that help them in developing work skills, gaining work experience and finding employment. Activities and services may include, but not be limited to the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job coaching, job placement, job retention, and symptom management in the workplace. The intent of these activities and services is to actively involve Clients in identifying and developing their own positive work identities; building self-confidence and vocational skills; and ultimately obtaining and maintaining employment. CONTRACTOR shall assist Clients to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals, and provide supportive services to ensure vocational success.

c. Job Coaching/Developing: The Employment Specialist shall assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. Family and Peer Support Services:

a. Connection to community, family and friends is a critical element to recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services; peers will be hired as Peer Recovery Specialists to assist Clients in their recovery.

b. Supportive Socialization and Meaningful Community Roles: CONTRACTOR shall provide client-centered services that will support Clients in their recovery, self-sufficiency and development of meaningful life activities and relationships.
6. Transportation Services: CONTRACTOR shall provide transportation services which may include, but not be limited to: provision of bus tickets. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall provide transportation to any treatment or court related appointments deemed necessary for the Client care; transportation for emergency psychiatric evaluation or treatment, and transportation for the provision of any case management services. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpools, or other means of transportation whenever possible.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who are not able to manage their finances independently. These Clients include those that have funding, but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.

8. On-call Services: CONTRACTOR shall provide on-call services. CONTRACTOR staff must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated. CONTRACTOR shall ensure that all Clients are provided with the on-call phone number and know how to access the on-call services as needed.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits Specialist to assist Clients in accessing financial benefits and/or entitlements, or other needed community services for eligible individuals. The specialist shall be knowledgeable of entitlements, such as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will work with Clients to gather records, complete the application process, and secure benefits/entitlements as quickly as possible.

10. Housing Services: CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership Clients. This service category includes a comprehensive needs assessment, linkage and placement in a safe living arrangement, and ongoing support to sustain an appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing and providing supportive services for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing provider. CONTRACTOR shall use a Housing First model, an approach that is centered on the belief that individuals can achieve stability in permanent housing directly from homelessness and that stable housing is the foundation for pursuing other health and life goals; thus services are oriented to help individuals obtain permanent housing as quickly and with as few intermediate steps as possible. CONTRACTOR shall provide services and supports to help Clients engage in needed services, and identify and address housing issues in order to achieve and maintain housing stability. CONTRACTOR shall develop working relationships and collaborations.
with COUNTY’s Housing Services, local housing authorities, housing providers, property owners, property management staff, etc. to ensure that Clients have access to an array of readily available housing options, facilitate successful transition and placement, and maximize the Clients’ ability to live independently in the community. All housing options provided by a FSP must meet minimum requirements set by the COUNTY. CONTRACTOR’s staff shall include a Housing Specialist and, if needed, a Supportive Housing PSC to provide housing services and supports to all enrolled Clients. Housing options shall include, but not be limited to:

a. Emergency Housing: Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured.

b. Motel Housing: For individuals who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Flexible Funds Paragraph of this Exhibit A-1.

c. Transitional Housing: For individuals who will benefit from an intermediate step between shelter and permanent housing. Transitional housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTOR may look into housing options such as master leasing.

d. Permanent Housing: Obtaining permanent housing is an overarching goal for all FSP members. Permanent housing refers to housing where tenants have leases that confer the full rights, responsibilities and legal protections under housing laws; and includes, but is not limited to, utilization of Continuum of Care Vouchers, and living independently in homes/apartments and County based housing projects.

e. Residential Substance Use Treatment Programs and Sober Living Homes as a housing option shall be available when appropriate to provide the Clients the highest probability of success towards recovery.

11. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical needs of the Client. CONTRACTOR shall routinely coordinate care planning and treatment with the primary care physician through obtaining records and consultation. CONTRACTOR shall provide to the Primary Care Provider when indicated.

12. Peer-Run Center: CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Clients’ needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall

//
establish a Peer Advisory Committee to provide client input into program development and quality improvement.

13. Group Services: CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Recovery and Wellness, Life Skills, Coping Skills, etc.

14. Meaningful Community Roles: CONTRACTOR shall assist each Client to identify some meaningful role in his/her life that is separate from the mental illness. Clients need to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each Client to join the larger community and interact with people who are unrelated to their mental illness.

15. Intensive Case Management Service: CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach and engagement, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

16. Intensive Mobile Mental Health Services: CONTRACTOR shall provide intensive outreach and mobile mental health services to adult individuals with serious mental illness who are also experiencing homelessness and have not engaged in services. CONTRACTOR shall operate two (2) mobile vehicles to increase access and facilitate outreach and engagement. One vehicle shall be used to provide outreach and identify potential individuals in need of services. The second vehicle shall be used to provide mobile mental health treatment and supportive services. Upon successful engagement, CONTRACTOR shall transition individuals to the appropriate FSP program to continue mental health treatment services.

a. CONTRACTOR shall coordinate and collaborate with Health Care Agency’s Behavioral Health Services (BHS) Outreach and Engagement (O&E) to have outreach teams to provide outreach, build rapport, develop trust and engage individuals in services. CONTRACTOR shall “meet clients where they are” and be responsive and flexible in service delivery. CONTRACTOR shall utilize various engagement tools such as clothing, food, shoes, blankets, bus passes, hygiene kits, etc. and address barriers to engagement such as transportation, pet care, property storage, etc.

b. CONTRACTOR shall provide mobile mental health treatment and supportive services to individuals referred by outreach teams. Services include but not be limited to: assessment, intensive case management, crisis intervention, housing, medication support, referrals and linkages.

c. CONTRACTOR shall coordinate and collaborate with HCA’s Housing and Supportive Services, housing operators, local police departments and other community partners as appropriate to support and facilitate successful outreach, engagement and housing placement. CONTRACTOR shall have knowledge of housing resources and ensure appropriate training of staff.
d. CONTRACTOR shall develop outcome tools, with consultation from ADMINISTRATOR, and track outcomes and services information including but not limited to: (1) number of individuals served, (2) number of successful linkages to behavioral health treatment, (3) number of members engaged in behavioral health treatment as evidenced by successful completion of intake and two follow-up sessions, and (4) number of successful assessments for housing opportunities including completing the Vulnerability Index-Service Prioritization Decision Assistance Tools (VISPDAT), supporting individuals to achieve document-ready status for Coordinated Entry System and completing housing applications.

e. CONTRACTOR shall ensure appropriate and timely documentation of mobile services provided.

f. CONTRACTOR shall submit monthly outreach services report to ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, no later than twenty (20) calendar days following the end of the month being reported unless otherwise specified. The report shall include information such as individuals served, services provided, and outcomes.

g. CONTRACTOR shall work with ADMINISTRATOR to complete the evaluation and summary report as required by the Department of Health Care Services. A preliminary report may need to be submitted to ADMINISTRATOR prior to submitting the final report.

17. Rehabilitation Services and Therapy - CONTRACTOR shall provide rehabilitation services to assist Clients to improve, maintain, or restore their functional skills such as daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education. Rehabilitation and therapy may be provided individually, in a group, or with family members.

18. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care approach in the delivery of behavioral health services.

a. A trauma-informed approach includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations; it involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events; and it involves four key elements:

1) Realizes the widespread impact of trauma and understands potential paths for recovery;

2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;

3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and

4) Seeks to actively resist re-traumatization.

b. Trauma-informed care which refers to a strengths-based service delivery approach that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes...
physical, psychological, and emotional safety for both providers and individuals served, and that creates
topportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed
care model is built on the following core values and principles:

1) Safe, calm and secure environment with supportive care

2) System wide understanding of trauma prevalence, impact, and trauma-informed care

3) Cultural competence

4) Consumer voice, choice and self-advocacy

5) Recovery, client-driven and trauma specific services

6) Healing, hopeful, honest and trusting relationships

c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed culture. This includes focusing on organizational activities that foster the development of a trauma-informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training on evidence-based and emerging trauma-informed best practices; developing competencies specific to trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and preventing and treating secondary trauma.

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

2. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.

3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to: Courts, Probation Department, Parole and Social Services Agency.

4. ADMINISTRATOR shall have monthly management meetings with CONTRACTOR who will report on program development, resources, housing, barriers, and budgets.

5. CONTRACTOR shall provide culturally sensitive personal service coordination in English, Spanish, Vietnamese, Farsi, Arabic and Korean. CONTRACTOR shall work with the COUNTY or other interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate engagement and to serve Clients in other Asian languages and ASL is highly desirable.

6. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours).

7. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.

8. CONTRACTOR shall have an identified individual who shall:
a. Complete one hundred percent (100%) chart review of Client charts regarding clinical
documentation and ensure all charts are in compliance with medical necessity and Medi-Cal chart
standards;
b. Provide clinical support and training to PSCs on chart documentation and treatment
plans;
c. Become a certified reviewer by the ADMINISTRATOR’s Authority and Quality
Improvement Services (AQIS) unit within six months from the start of the Contract;
d. Oversee all aspects of the clinical services of the recovery program;
e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client
treatment issues, professional consultations, or medication evaluations;
f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e.,
medication monitoring, second opinion and request for change of CONTRACTOR; and
g. Participate in program development and interact with other staff regarding difficult
cases and psychiatric emergencies.

9. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in
accordance with procedures developed by ADMINISTRATOR. 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.

10. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and
practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports,
if available, and if applicable.

11. CONTRACTOR shall review Client charts ensuring compliance with
ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

12. CONTRACTOR shall ensure compliance with workload standards and productivity.

13. CONTRACTOR shall review and approve all admissions, discharges from the program and
extended stays in the program. Discharge of clients from the program shall be determined by the
client’s movement along the recovery continuum and shall be a coordinated effort between the
ADMINISTRATOR and CONTRACTOR when indicated.

14. CONTRACTOR shall submit corrective action plans upon request.

15. CONTRACTOR shall comply with ADMINISTRATOR P&Ps and guidelines.

16. CONTRACTOR shall provide a written copy of all assessments completed on Clients
referred for admission.

F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

G. CONTRACTOR shall have active participation in State and regional MHSA forums and
activities.
H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Contract to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Contract.

J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:
   1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.
   2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P’s, review of statistics and clinical services;
   3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.
   4. Collaborative meetings to address various aspects of client care including but not limited to: housing specialist meetings, vocational/educational specialist meetings, data meetings, etc.

K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:
   1. Admission Criteria and Admission Procedure
   2. Assessments and Individual Service Plans
   3. Crisis Intervention/Evaluation for Involuntary Holds
   4. Handling Non-Compliant Clients/Unplanned Discharges
   5. Medication Management and Medication Monitoring
   6. Community Integration/Case Management/Discharge Planning
   7. Documentation Standards
   8. Quality Management/Performance Outcomes
   9. Personnel/In-service Training
   10. Unusual Occurrence Reporting
   11. Code of Conduct/Compliance/HIPAA standards and Compliance
   12. Mandated Reporting

L. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:
1. Orientation to the program’s goals, P&Ps, and FSP program philosophies
2. Training on subjects as required by state regulations
3. Recovery philosophy, client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance use disorders
6. Motivational interviewing
7. EBPs that support recovery
8. Outreach and engagement
9. Trauma-informed care
10. Professional boundaries
11. Cultural Competency
12. Critical Time Intervention
13. Housing First
14. Other clinical staff training

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Contract;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

N. 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.

O. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.
P. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

Q. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

R. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

S. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Contract.

4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Contract.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Contract.

6. CONTRACTOR shall track the number of days Clients are receiving emergency interventions and make every effort to reduce them through services provided in the Contract.

7. CONTRACTOR shall track the number of days Clients are arrested and make every effort to reduce them through services provided in the Contract.

8. CONTRACTOR shall track the number of days Clients are placed in independent living and make every effort to increase them through services provided in the Contract.

9. Listed above in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the CONTRACTOR to educate themselves with best practices and those associated with attainment of higher levels of recovery.

10. CONTRACTOR shall track the number of Clients at various stages on the MORS.

11. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.
12. CONTRACTOR shall develop, in conjunction with County, additional ongoing performance measures/outcomes or program’s target goals as required.

T. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and report on Client demographics and other statistics including but not limited to:

1. The total number of Clients referred to, and enrolled in Services.
2. The total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.
3. The total number and type of services provided and the length of stay for each Client in the program.
4. The total number of successful Client linkages to recommended services.
5. The total number of Clients placed in temporary housing environments.
6. The total number of groups provided per week and how many Clients attended each group.
7. The total number of activities provided on and off site for the month as well as number of Clients who attended.

U. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA - Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. The data collection system used must be approved by ADMINISTRATOR in order to meet county reporting needs. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

   a. CONTRACTOR shall track and report Performance Outcome Measure as required by State, COUNTY, and/or MHSA
   b. CONTRACTOR shall collaborate with the Adult Performance Outcome Department (APOD) to complete outcome requests by Administrator for State, COUNTY, and/or MHSA reporting, and to fulfill all data requests as needed by COUNTY’s independent evaluator to conduct their independent evaluation to assess overall program effectiveness for COUNTY and/or DHCS reporting.
   c. CONTRACTOR shall cooperate in data collection as required by ADMINISTRATOR to report on other performance areas including, but not limited to, Client satisfaction, length of stay, and duration of services.
2. TRANSFER UTILITY - CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

   a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office for transfers between FSPs and adhere to COUNTY’s transfer guidelines to ensure compliance with MHSA requirements.

V. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Contract. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Contract, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Contract.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:

   a. Review the approved data collection database for accuracy and to ensure that each field is completed;

   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;

   c. Review the approved data collection system reports to identify trends, gaps and quality of care;

   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections;

   e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct;

   f. Ensure monthly evaluation of Clients using MORS and enter the MORS score into approved data collection system. The score rating for each individual member will be entered under the clinical assessment tools; and

   g. Complete, sign and submit the Data Certification Form to ADMINISTRATOR by the tenth (10th) of every month.

   h. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for...
each member will be part of the review done by Program Directors prior to signing the Data
Certification Form each month.

W. CONTRACTOR shall provide the appropriate written Notice of Adverse Benefit Determination
(NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced,
or terminated as specified by State Medi-Cal standards. CONTRACTOR shall review these standards to
determine the appropriate timeline for disenrollment of services. The NOABD must provide the adverse
benefit determination made by the CONTRACTOR as well as a clear and concise explanation of the
reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate
NOABD as determined by state standards. Examples include but are not limited to:

1. Termination NOABD: If a beneficiary drops out of treatment, is missing, or admitted to an
institution where he or she is ineligible for further services (e.g. long term incarceration or
hospitalization).

2. Delivery Systems NOABD: If a beneficiary does not meet medical necessity criteria for
specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer
referrals to the appropriate services.

X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance
Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to
address a beneficiary’s expressed dissatisfaction with services. This dissatisfaction, defined as a
grievance, may include but is not limited to: quality of care or services provided, aspects of
interpersonal relationships, failure to respect the beneficiary’s rights, location of services,
access/availability, or anything else related to the provision of services.

Y. CONTRACTOR shall train staff to utilize the COUNTY’s Access Log as the first point of
contact for clients attempting to access Specialty Mental Health Services. CONTRACTOR shall
complete the Access Log accurately and as required, including information such as Type of Contact,
Outcome of Contact, and instances where Clients are in need of Crisis Services.

Z. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
Services Paragraph of this Exhibit A-1 to the Contract.

VI. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.

Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical
staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless
ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff.

Salary savings resulting from such vacant positions may not be used to cover costs other than salaries
and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a
manner that is trusted by, and familiar to, many of COUNTY’s ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the Clients to be serviced. This inclusion of COUNTY’s multiple cultures will assist in maximizing access to services. ADMINISTRATOR shall provide, or cause to be provided, education and training to staff to address cultural and linguistic needs of population served.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&P's. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training, Annual Compliance Training, and Annual Cultural Competency Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state and federal regulatory requirements.

H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state and federal regulatory requirements.

I. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and updated annual criminal checks through the internet, utilizing Megan’s Law, Orange County Sheriff’s, and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as all the internet checks have been completed and are acceptable.

J. CONTRACTOR shall provide trainings to staff on professional boundaries and include topics such as: appropriate communication and interactions and the use of self-disclosures.

K. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.
L. CONTRACTOR, including each employee that provides services under the Contract, will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

M. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours of work per week.

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</table>
**TOTAL DIRECT PROGRAM FTEs**

**45.37**

**N. WORKLOAD STANDARDS**

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Contract, provide a minimum of twenty eight thousand seven hundred and twenty-eight (28,728) DSH, with a minimum of two thousand six hundred and forty (2,640) hours of medication support services and twenty six thousand and eighty-eight (26,088) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR understands and agrees that these are minimum requirements and shall make every effort to exceed these minimums.” CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall maintain an active and ongoing caseload of two hundred (200) Clients throughout the term of the Contract. CONTRACTOR shall ensure a Client-to-staff ratio of fifteen to twenty (15 – 20) Clients to one (1) staff.

O. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1.

P. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

Q. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

R. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

1. CONTRACTOR shall provide clinical supervision for all registered/waivered employees, interns and volunteers as required by the respective governing licensing board such as the Board of Behavioral Sciences (BBS). Per the BBS, a least one unit of supervision is required for the first 10 hours of psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours of psychotherapy/counseling in a given week; after required hours have been accrued, staff must continue to receive required supervision until a license is issued. Clinical supervision shall be provided...
by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be
documented for all registered/waivered employees, interns and volunteers.

2. An intern is an individual enrolled in an accredited graduate program accumulating
clinically supervised work experience hours as part of field work, internship, or practicum requirements.

Acceptable graduate programs include all programs that assist the student in meeting the educational
requirements in becoming a LMFT, LPCC, a LCSW, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of
total services provided.

S. CONTRACTOR shall maintain personnel files for each staff member, including management
and other administrative positions, which will include, but not be limited to, an application for
employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
applicable), pay rate and evaluations justifying pay increases.

T. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member
and place in their personnel files.

U. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with
a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff
member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the
Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
conditions:

   a. Each staff member who no longer supports the Contract;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR; or
   d. Token is malfunctioning;
   e. Termination of this Contract.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require
access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through
acts of negligence.

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
Staffing Paragraph of this Exhibit A-1 to the Contract.

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EXHIBIT B
TO THE AGREEMENT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
MARCH 1, 2018 THROUGH JUNE 30, 2020

I. BUSINESS ASSOCIATE CONTRACT
A. GENERAL PROVISIONS AND RECITALS
1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.
2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of "Business Associate" in 45 CFR § 160.103.
3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.
4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.
5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.
6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the

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Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and ePHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and P&Ps, to manage the selection, development, implementation, and maintenance of security measures to protect ePHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.

2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

   a. Breach excludes:

      1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

      2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

      3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

   b. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

      1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

      2) The unauthorized person who used the PHI or to whom the disclosure was made;

      3) Whether the PHI was actually acquired or viewed; and

      4) The extent to which the risk to the PHI has been mitigated.

3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. “DRS” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. “Health Care Operations” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. “Physical Safeguards” are physical measures, policies, and procedures to protect CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.


10. “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. “Secretary” shall mean the Secretary of the Department of HHS or his or her designee.

13. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.


15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the P&Ps for its use that protect ePHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

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3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY’s compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY’s obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, agents, subcontractors, and agents of its subcontractors.

14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY’s request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

   a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Subparagraph C; or
   b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.
17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR’s operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate P&Ps to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

   a. Complying with all of the data system security precautions listed under Subparagraph E., below;

   b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;

   c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Subparagraph D of this Business Associate Contract.

5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.
E. DATA SECURITY REQUIREMENTS

1. Personal Controls
   a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR’s expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.
   b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR’s privacy P&Ps, including termination of employment where appropriate.
   c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person’s written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.
   d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each workforce member’s background check documentation for a period of three (3) years.

2. Technical Security Controls
   a. Workstation/Laptop Encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the COUNTY.
   b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable Media Devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises” if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s locations.

e. Antivirus Software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight (8) characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)
2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY...
must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission Encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides
assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

   a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR, or by exercising reasonable diligence, would have been known to CONTRACTOR.

   b. CONTRACTOR shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence, would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR’s notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification.

3. CONTRACTOR’s notification shall include, to the extent possible:

   a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

   b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

      1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an E-Mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR’s initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in //
the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

1) The Disclosure is required by law; or

2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary P&Ps of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

I. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY’s notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR’s Use or Disclosure of PHI.
COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’s Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR’s Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY’s knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:
   a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the violation within thirty (30) business days; or
   b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within thirty (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.
   a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.
   b. CONTRACTOR shall retain no copies of the PHI.
   c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.
EXHIBIT C
TO THE AGREEMENT FOR PROVISION OF
GENERAL POPULATION FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
MARCH 1, 2018 THROUGH JUNE 30, 2020

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in
effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall
include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the
CIPA, CCC § 1798.29(d).

3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS.

4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the
COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created
by CONTRACTOR in connection with performing the functions, activities and services specified in the
Agreement on behalf of the COUNTY.

5. "IEA" shall mean the IEA currently in effect between the SSA and DHCS.

6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose
unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this
 provision, identity shall include, but not be limited to, name, identifying number, symbol, or other
identifying particular assigned to the individual, such as a finger or voice print, a photograph or a
biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use
or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
or tribal inspector general, or an administrative body authorized to require the production of
information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
participation with respect to health care providers participating in the program, and statutes or

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regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

B. TERMS OF AGREEMENT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit C, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR’s operations and the nature and scope of its activities, which incorporate the requirements of Subparagraph c. below. CONTRACTOR will provide COUNTY with its current policies upon request.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in Subparagraph E. of the Business Associate Contract, Exhibit B to the Agreement; and

2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security
requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR’s agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR’s Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract, Exhibit B to the Agreement.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.

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AGREEMENT FOR PROVISION OF
COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2017 THROUGH JUNE 30, 2020 JULY 1, 2020 THROUGH JUNE 30, 2021

THIS AGREEMENT entered into this 1st day of July 2017 (effective date), is by and between
the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and TELECARE
CORPORATION, a California for profit corporation (CONTRACTOR). COUNTY and
CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as
“Parties”. This Agreement shall be administered by the County of Orange Health Care Agency
(ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Collaborative
Court Full Service Partnership Services described herein to the residents of Orange County; and
WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
conditions hereinafter set forth:
NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
herein, COUNTY and CONTRACTOR do hereby agree as follows:

Attachment P
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<table>
<thead>
<tr>
<th>PARAGRAPH</th>
<th>PAGE</th>
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<tbody>
<tr>
<td>Title Page</td>
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EXHIBIT B

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EXHIBIT C

I. Personal Information Privacy and Security Contract ............................ 1
**REFERENCED CONTRACT PROVISIONS**

**Term: July 1, 2017 through June 30, 2020**
- Period One means the period from July 1, 2017 through June 30, 2018
- Period Two means the period from July 1, 2018 through June 30, 2019
- Period Three means the period from July 1, 2019 through June 30, 2020

**Term: July 1, 2017 through June 30, 2021**
- Period One means the period from July 1, 2017 through June 30, 2018
- Period Two means the period from July 1, 2018 through June 30, 2019
- Period Three means the period from July 1, 2019 through June 30, 2020
- Period Four means the period from July 1, 2020 through June 30, 2021

Maximum Obligation:

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<tr>
<td>Period One</td>
<td>$2,703,933</td>
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<td>$3,159,040</td>
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<td>TOTAL MAXIMUM OBLIGATION</td>
<td>$8,759,625</td>
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**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 07-654-7363

**CONTRACTOR TAX ID Number:** 94-1735271

**Notices to COUNTY and CONTRACTOR:**

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COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: Leslie Davis
Senior Vice President, Chief Financial Officer
Telecare Corporation
1080 Marina Village Parkway, Suite 100
Alameda, CA 94501
dlavis@telecarecorp.com
# ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

<table>
<thead>
<tr>
<th>A.</th>
<th>ARRA</th>
<th>American Recovery and Reinvestment Act</th>
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</thead>
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<tr>
<td>B.</td>
<td>ASRS</td>
<td>Alcohol and Drug Programs Reporting System</td>
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<tr>
<td>C.</td>
<td>AES</td>
<td>Advanced Encryption Standard</td>
</tr>
<tr>
<td>D.</td>
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<td>Business Continuity Plan</td>
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<tr>
<td>E.</td>
<td>CCC</td>
<td>California Civil Code</td>
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<tr>
<td>F.</td>
<td>CCR</td>
<td>California Code of Regulations</td>
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<td>G.</td>
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<tr>
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<td>CIPA</td>
<td>California Information Practices Act</td>
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<td>CHPP</td>
<td>COUNTY HIPAA Policies and Procedures</td>
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<tr>
<td>BF.</td>
<td>SIR</td>
<td>Self-Insured Retention</td>
</tr>
<tr>
<td>BG.</td>
<td>SSA</td>
<td>County of Orange Social Services Agency</td>
</tr>
<tr>
<td>BH.</td>
<td>HITECH Act</td>
<td>The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005</td>
</tr>
<tr>
<td>BI.</td>
<td>USC</td>
<td>United States Code</td>
</tr>
<tr>
<td>BJ.</td>
<td>UOS</td>
<td>Units of Service</td>
</tr>
<tr>
<td>BK.</td>
<td>WIC</td>
<td>State of California Welfare and Institutions Code</td>
</tr>
</tbody>
</table>

**III. ALTERATION OF TERMS**

A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

//
B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR’s Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR’s Compliance Program, Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required elements by ADMINISTRATOR’s Compliance Officer as described in this Paragraph IV (COMPLIANCE). These elements include:

   a. Designation of a Compliance Officer and/or compliance staff.
   b. Written standards, policies and/or procedures.
   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 acknowledge to 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 Agreement a signed
acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program
and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
Compliance related policies and procedures review 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 Agreement.
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 Agreement 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 Agreement semi-annually to ensure that they are not
designated as Ineligible Persons, as pursuant to this Agreement. 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 and/or any other list or system as
identified by the ADMINISTRATOR.

—— 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 Paragraph IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR’s own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

2. An Ineligible Person shall be any individual or entity who:
   a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
   b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precautions to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR’s right to terminate this Agreement on the basis of such default.

V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients of the Orange County Mental Health services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6, relating to confidentiality of medical information.
3. In the event of a collaborative service agreement between Mental Health services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VII. VI. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

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1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

   a. CONTRACTOR may be assessed a late penalty of five hundred dollars ($500) for each business day after the above specified due date that the accurate and complete individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual and/or consolidated Cost Report due COUNTY by CONTRACTOR.

   b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the individual and/or consolidated Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete individual and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.

B. The individual and/or consolidated Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY’s Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to CONTRACTOR.

E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the Cost Report the services rendered with such revenues.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by ________ for the cost report period beginning ________ and ending ________ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed __________________________
Name ____________________________
Title _____________________________
Date _____________________________"

VII. 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 Agreement 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.

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4. Have not within a three-year period preceding this Agreement 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.

**VIII. 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.

Any attempted assignment or delegation in derogation of this paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.

C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.

1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days’ written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

X. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
a written statement signed by an authorized representative indicating that the demand is made in good
faith, that the supporting data are accurate and complete, and that the amount requested accurately
reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,
including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed
diligently shall be considered a material breach of this Contract.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a
decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
a final decision adverse to CONTRACTOR's contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed
by and construed under the laws of the State of California. In the event of any legal action to enforce or
interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
agree to waive any and all rights to request that an action be transferred for adjudication to another
county.

IX. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
and consultants performing work under this Agreement meet the citizenship or alien status requirements
set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
subcontractors, and consultants performing work hereunder, all verification and other documentation of
employment eligibility status required by federal or state statutes and regulations including, but not
limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
covered employees, subcontractors, and consultants for the period prescribed by the law.

XII. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
property of a Relatively Permanent nature with significant value, purchased in whole or in part by
ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively
Permanent” is defined as having a useful life of one year or longer. Equipment which costs $5,000 or
over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and
other taxes, and installation costs, or electronic equipment that costs less than $600 but may contained
PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
deprecated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any
Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to
COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in
relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
with funds paid through this Agreement, including date of purchase, purchase price, serial number,
model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,
and shall include the original purchase date and price, useful life, and balance of depreciated Equipment
cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any
or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,
CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Agreement is followed without interruption by another agreement between the
parties for substantially the same type and scope of services, at the termination of this Agreement for
any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through
this Agreement.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XI. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Aggregate Maximum Obligation for the appropriate Period as well as the Total Aggregate Maximum Obligation. The reduction to the Aggregate Maximum Obligation for the appropriate Period as well as the Total Aggregate Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XIV XII. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

C. Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party pursuant to this Agreement within thirty (30) calendar days of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation, each party shall cooperate with the indemnifying party in its defense.

D. Without limiting CONTRACTOR’s indemnification, CONTRACTOR warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations placed with reputable insurance companies in amounts as

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specified in the Referenced Contract Provisions of this Agreement. Upon request by
ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.

E. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an
Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
by COUNTY representative(s) at any reasonable time.

F. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the
CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report.

G. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this
Agreement, COUNTY may terminate this Agreement.

H. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current
edition of the Best’s Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,
but not mandatory, that the insurer be licensed to do business in the state of California (California
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.

I. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
</tbody>
</table>
J. 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.

K. 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 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.
   b. A primary non-contributing endorsement evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the COI:
   a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds for its vicarious liability.
   b. A primary and non-contributing endorsement evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

L. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or employment.

M. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, employees, and agents.
N. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation
notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach
of the Agreement, upon which the COUNTY may suspend or terminate this Agreement.

O. If CONTRACTOR’s Professional Liability or Network Security & Privacy Liability are
“Claims Made” policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years
following the completion of the Contract.

P. The Commercial General Liability policy shall contain a “severability of interests” clause also
known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
adequately protect COUNTY.

R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
remedies.

S. The procuring of such required policy or policies of insurance shall not be construed to limit
CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of
this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

T. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
   a. Prior to the start date of this Agreement.
   b. No later than the expiration date for each policy.
   c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
      changes to any of the insurance types as set forth in Subparagraph G. of this Agreement.

2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
   the Referenced Contract Provisions of this Agreement.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
   provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
   have sole discretion to impose one or both of the following:
   a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
      pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
      required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
      submitted to ADMINISTRATOR.
b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR’s monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XVIII. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non–compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Agreement.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR’s operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

**XVIII. LICENSES AND LAWS**

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:

   a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;

   b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

   c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

   d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.
3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
2. WIC, Division 5, Community Mental Health Services.
3. WIC, Division 6, Admissions and Judicial Commitments.
4. WIC, Division 7, Mental Institutions.
5. HSC, §§1250 et seq., Health Facilities.
7. CCR, Title 9, Rehabilitative and Developmental Services.
8. CCR, Title 17, Public Health.
9. CCR, Title 22, Social Security.
10. CFR, Title 42, Public Health.
11. CFR, Title 45, Public Welfare.
12. USC Title 42. Public Health and Welfare.
13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

D. CONTRACTOR shall at all times be capable and authorized by the State of California to provide treatment and bill for services provided to Medi-Cal eligible clients while working under the terms of this Agreement.

XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by
ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media P&Ps and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use P&Ps as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XVIII. MAXIMUM OBLIGATION

A. The Total Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Period One, and Period Two for Adult Crisis Residential Services is as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation, including as allowed for in Subparagraph B. below.

B. ADMINISTRATOR may amend the Total Aggregate Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.

XVII. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

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B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XXXVIII. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers’ representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a client or potential client any service, benefit, or accommodation.
2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or COUNTY’s Patients’ Rights Office.

1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

a. COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.
b. Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be informed of their right to access the Patients’ Rights Office at any time.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

XIX. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by E-Mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

**XX. NOTIFICATION OF DEATH**

A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION
   a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

   b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.

C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

**XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve clients or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration,
location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

**XXIV. PATIENT’S RIGHTS**

A. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance process approved by ADMINISTRATOR, to which the beneficiary shall have access.

1. CONTRACTOR’s grievance process shall incorporate COUNTY’s grievance, patients' rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.

2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients’ Rights Office. The Patients’ Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR’S Director of Behavioral Health Care and the State Patients’ Rights Office.

C. The Parties agree that Clients have recourse to initiate an expression of dissatisfaction to CONTRACTOR, appeal to the County Patients’ Rights Office, file a grievance, and file a Title IX complaint. The Patients’ Advocate shall advise and assist the Client, investigate the cause of the grievance, and attempt to resolve the matter.

D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of County Patients’ Rights Office pursuant to Welfare and Institutions Code Section 5500.

**XXV. PAYMENT CARD COMPLIANCE**

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.
**XXH. RECORDS MANAGEMENT AND MAINTENANCE**

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A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within forty eight (48) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

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---H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PHI and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a Breach of unsecured PHI and/or PHI.

---I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PHI and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PHI and/or PHI.

---J. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years following discharge of the client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

---K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

---L. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

---M. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

---A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

---B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.
J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

XXVII. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication.

XXIV. REVENUE

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided. No client shall be denied services because of an inability to pay.

B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Agreement.

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XXXV. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

XXXVI. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Supplanting current funding for existing services.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

6. Providing inpatient hospital services or purchasing major medical equipment.

7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s clients.

**XXVII. STATUS OF CONTRACTOR**

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner to be COUNTY’s employees.

**XXXII. TERM**

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Agreement applies. This specific Agreement shall commence as specified in the Reference Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, 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 Agreement on a weekend or holiday may be performed on the next regular business day.

**XXXIII. TERMINATION**

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this
A. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. COUNTY may terminate this Agreement 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 Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
   a. The continued availability of federal, state and county funds for reimbursement of COUNTY’s expenditures, and
   b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days’ written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

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2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

3. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client’s best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

9. Provide written notice of termination of services to each client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXXIV. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services pursuant to this Agreement.

XXXV. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

TELECARE CORPORATION

BY: _______________________________ DATED: __________________

TITLE: ________________________________

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.
EXHIBIT A
TO THE AGREEMENT FOR PROVISION OF
COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2017 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

   a. EBP means Evidence Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

   b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

   c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in
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. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Clients 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

7. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case management, linkage, follow-ups for individuals evaluated.

8. 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.

9. Client or Member means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Agreement, who experiences chronic mental illness.

10. 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.

11. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment and referral to the appropriate level of continuing care. As designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

12. CSW means Clinical Social Worker and refers to an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

13. Data Collection and Reporting (DCR) System means a system designed for collection, tracking and reporting outcomes data for Clients enrolled in the FSP Programs.

a. 3 M’s means the Quarterly Assessment Form that is completed for each Client every three months in the approved data collection system.

b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Clients’ perspective which will improve
understanding of Clients’ needs and desires towards furthering their Recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

14. Diagnosis means the definition of the nature of the Client's disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

16. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

17. Face to Face means an encounter between Client and provider where they are both physically present.

18. 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 Clients 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 Client, 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 Client to staff ratio
will be in the range of fifteen to twenty (15–20) to one (1), ensuring relationship building and intense service delivery.

a. 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) Client 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.

b. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the Client in their current community setting and will develop a supportive relationship with the individual served. Substance use treatment will be integrated into services and provided by the Client’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 Client’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 Clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 Clients with applications to low income housing, housing
subsidies, senior housing, etc.

20. Individual Services and Support Funds—Flexible Funds means funds intended for use to
provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment
of their mental illness and their overall quality of life. Flexible Funds are generally categorized as
housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are
individualized and appropriate to support Client’s mental health treatment activities.

21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes
an evaluation to determine if the Client meets program criteria and is willing to seek services.

22. Intern means an individual enrolled in an accredited graduate program accumulating
clinically supervised work experience hours as part of field work, 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.

23. 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.

24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing
employment opportunities for the Clients and matching the job to the Client’s strengths, abilities,
desires, and goals. This position will also integrate knowledge about career development and job
preparation to ensure successful job retention and satisfaction of both employer and employee.

25. Linkage means to assist an individual to connect with a referral.

26. Medical Necessity means the requirements as defined in the COUNTY MHP Medical
Necessity for Medi Cal reimbursed Specialty Mental Health Services that includes Diagnosis,
Impairment Criteria and Intervention Related Criteria.

27. Member Advisory Board means a member-driven board which shall direct the activities,
provide recommendations for ongoing program development, and create the rules of conduct for the
program.

28. Mental Health Services means interventions designed to provide the maximum reduction of
mental disability and restoration or maintenance of functioning consistent with the requirements for
learning, development and enhanced self-sufficiency. Services shall include:

a. Assessment means a service activity, which may include a clinical analysis of the
history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural
issues and history, Diagnosis and the use of testing procedures.

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b. Collateral means a significant support person in a beneficiary’s life and is used to
define services provided to them with the intent of improving or maintaining the mental health status of
the Client. The beneficiary may or may not be present for this service activity.

c. Co Occurring – Integrated Treatment Model means, in evidence-based Integrated
Treatment programs, Clients who receive a combined treatment for mental illness and substance use
disorders from the same practitioner or treatment team.

d. Crisis Intervention means a service, lasting less than twenty four (24) hours, to or on
behalf of a Client for a condition which requires more timely response than a regularly scheduled visit.
Service activities may include, but are not limited to, assessment, collateral and therapy.

e. Medication Support Services means those services provided by a licensed physician,
registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing
and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
symptoms of mental illness. These services also include evaluation and documentation of the clinical
justification and effectiveness for use of the medication, dosage, side effects, compliance and response
to medication, as well as obtaining informed consent, providing medication education and plan
development related to the delivery of the service and/or assessment of the beneficiary.

f. Rehabilitation Service means an activity which includes assistance in improving,
maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and
leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources, and/or
medication education.

g. Targeted Case Management means services that assist a beneficiary to access needed
medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The
service activities may include, but are not limited to, communication, coordination and referral;
monitoring service delivery to ensure beneficiary access to service and the service delivery system;
monitoring of the beneficiary’s progress; and plan development.

h. Therapy means a service activity which is a therapeutic intervention that focuses
primarily on symptom reduction as a means to improve functional impairments. Therapy may be
delivered to an individual or group of beneficiaries which may include family therapy in which the
beneficiary is present.

29. Mental Health Worker means an individual that assists in planning, developing and
evaluating mental health services for Clients; provides liaison between Clients and service providers;
and has obtained a Bachelor’s degree in a behavioral science field such as psychology, counseling, or
social work, or has two years of experience providing client-related services to Clients experiencing
mental health, substance use or alcohol disorders. Education in a behavioral science field such as
psychology, counseling, or social work may be substituted for up to one year of the experience
requirement.
30. MFT means Marriage and Family Therapist and refers to an individual who meets the
minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.
31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor’s
Degree and four years of experience in a mental health setting and who performs individual and group
case management services.
32. MHSA means Mental Health Services Act and refers to the law that provides funding for
expanded community Mental Health Services. It is also known as “Proposition 63.”
33. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY
will be using for the Adult mental health programs in COUNTY. The scale will provide the means of
assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based
tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the
level of service needed by participating members. The scale will be used to create a map of the system
by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for
different programs across the continuum of programs and services offered by COUNTY.
34. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the
beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has
expanded the requirement for an NOA-A to all individuals requesting an assessment for services and
found not to meet the Medical Necessity criteria for specialty Mental Health Services.
35. NPI means National Provider Identifier and refers to the standard unique health identifier
that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered
healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in
HIPAA standard transactions. The NPI is assigned for life.
36. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of
uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider
as set forth in HIPAA.
37. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health
Services and may include activities that involve educating the community about the services offered and
requirements for participation in the programs. Such activities should result in the CONTRACTOR
developing their own Client referral sources for the programs they offer.
38. Peer Recovery Specialist/Counselor means an individual who has been through the same or
similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting
paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by
his/her own experience.
39. Pharmacy Benefits Manager means the organization that manages the medication benefits
that are given to Clients that qualify for medication benefits.
40. PHI means Personal Health Information and refers to individually identifiable health
information usually transmitted by electronic media, maintained in any medium as defined in the
regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
created or received by a covered entity and relates to the past, present, or future physical or mental
health or condition of an individual, provision of health care to an individual, or the past, present, or
future payment for health care provided to an individual.

41. Plan Coordinator means an MHS, CSW, or MFT that provides mental health, crisis
intervention and case management services to those Clients who seek services in the COUNTY operated
outpatient programs.

42. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in
Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
Psychological Assistant, acquiring hours for licensing and waivered in accordance with Welfare and
Institutions Code section 575.2. The waiver may not exceed five (5) years.

43. Pre-Licensed Therapist means an individual who has obtained a Master’s Degree in Social
Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT
Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the
BBS.

44. Program Director means an individual who has complete responsibility for the day to day
function of the program. The Program Director is the highest level of decision making at a local,
program level.

45. Promotora de Salud Model means a model where trained individuals, Promotores, work
towards improving the health of their communities by linking their neighbors to health care and social
services, educating their peers about mental illness, disease and injury prevention.

46. Promotores means individuals who are members of the community who function as natural
helpers to address some of their communities’ unmet mental health, health and human service needs.
They are individuals who represent the ethnic, socio-economic and educational traits of the population
he/she serves. Promotores are respected and recognized by their peers and have the pulse of the
community’s needs.

47. PSC means Personal Services Coordinator and refers to an individual who will be part of a
multi disciplinary team that will provide community based Mental Health Services to adults that are
struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery
principles. The PSC is responsible for clinical care and case management of assigned Client and
families in a community, home, or program setting. This includes assisting Clients with mental health,
housing, vocational and educational needs. The position is also responsible for administrative and
clinical documentation as well as participating in trainings and team meetings. The PSC shall be active
in supporting and implementing the program’s philosophy and its individualized, strength-based,
culturally/linguistically competent and Client-centered approach.

48. Psychiatrist means an individual who meets the minimum professional and licensure
requirements set forth in Title 9, CCR, Section 623.
49. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

51. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:

   a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;

   b. Home: A stable and safe place to live;

   c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society;

   d. Community: Relationships and social networks that provide support, friendship, love, and hope.

52. Referral means the act of sending an individual to another person or place for services, help, advice, etc.

53. SUD means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

54. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach.

55. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

56. Token means the security device which allows an individual user to access the COUNTY’s computer based IRIS.
57. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

58. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one on one” vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

59. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

II. BUDGET

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budget, which are set forth for informational purposes only and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and CONTRACTOR.

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>PERIOD ONE</th>
<th>PERIOD TWO</th>
<th>PERIOD THREE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMINISTRATIVE COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$352,687</td>
<td>$377,824</td>
<td>$412,049</td>
<td>$1,142,560</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$352,687</td>
<td>$377,824</td>
<td>$412,049</td>
<td>$1,142,560</td>
</tr>
</tbody>
</table>

| ADMINISTRATIVE COST |            |            |              |           |

| PROGRAM COST |            |            |              |           |
| Salaries    | $1,025,335 | $1,025,335 | $1,190,132   | $3,240,802|
| Benefits    | 336,929    | 269,314    | 353,297      | 959,540   |
| Services and Supplies | 340,140 | 490,347 | 444,928 | 1,275,416 |
| Flexible Funds | 364,810 | 449,800 | 460,114 | 1,274,724 |
| Subcontracts | 284,032    | 284,032    | 298,520      | 866,584  |
| SUBTOTAL PROGRAM COST | $2,351,246 | $2,518,828 | $2,746,991 | $7,617,065|

| GROSS COST   | $2,703,933 | $2,896,652 | $3,159,040 | $8,759,625|
## B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in
Subparagraph II.A. of this Exhibit A to the Agreement includes Indirect Costs not to exceed fifteen
percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%).
Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may
include operating income.

## C. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and
shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR,
unless authorized by ADMINISTRATOR.

## D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
provided pursuant to the Agreement, 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.

## E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of
approximately twenty-six percent (26%) to be maintained by CONTRACTOR. CONTRACTOR agrees
to accept COUNTY referrals that may result in an increase in this average.

## F. FLEXIBLE FUNDS

—— 1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds
and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the
Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing,
over thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been
approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds
expenditures may be disallowed by ADMINISTRATOR.

—— 2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and
appropriate for the treatment of Client’s mental illness and overall quality of life.
3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:

   a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

   b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

   c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental agreements, general ledgers needs documented in Client’s treatment plan;

   d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

   e. Statement indicating that no single Flexible Funds expenditure, in excess of $1,000, shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the $1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

   f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;

   g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, $5,000 supply on-hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;
h. Statement indicating that pre purchases for motels shall be on a case by case basis and time limited in nature and only utilized while more appropriate housing is being located. Pre purchase of motel rooms shall be tracked and logged upon purchase and disbursement;

i. Statement indicating that Flexible Funds are not to be used for housing for Clients that have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by ADMINISTRATOR;

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and

k. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

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 Clients, 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 generally accepted principles of accounting, 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 Agreement, 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 Agreement.

III. PAYMENTS

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $225,328 per month for Period One, $225,328 per month for Period Two from July 1, 2018 through March 31, 2019, $289,567 per month for Period Two from April 1, 2019 through June 30, 2019,
$225,328 per month for Period Three from July 1, 2019 through December 31, 2019 and $301,178 per month for Period Three from January 1, 2020 through June 30, 2020. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement 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 Agreement; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.”

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 invoice 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) 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 twenty-one (21) calendar days after receipt of the correctly completed invoice.

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 Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.
IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include the following:

   a. A description of CONTRACTOR's progress in implementing the provisions of this Agreement,

   b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants,
c. Voluntary and involuntary hospitalizations and special incidences,
d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.
e. Reporting of the numbers of Clients based upon their level of function in the MORS Level system.
f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.
g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

4. CONTRACTOR shall submit monthly benefit acquisition report to ADMINISTRATOR. The report will, at minimum, report on the number of new applications submitted, number of applications approved, number of applications that are pending, denied or being appealed, and number of clients ineligible for benefits.

E. ADDITIONAL REPORTS — Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

V. SERVICES
A. FACILITY — CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of General Population Full Service Partnership Services for exclusive use by COUNTY at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR:
1. The facility shall include space to support the services identified within the Agreement.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, CONTRACTOR shall operate extended hours at least two (2) evenings or days per week and provide limited weekend services and activities to accommodate Client needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI—The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED—Seriously and persistently mentally ill adults, ages eighteen (18) years and older and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:

1. Homelessness or at risk of homelessness;
2. Facing pending charges that carry jail and/or prison time;
3. Co-occurring substance use disorders; or
4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES—CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:

1. Ensuring Cultural Considerations—CONTRACTOR shall tailor services to the Clients’ worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience—To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.
3. Tailoring Service Coordination to Client Stage of Recovery — CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients’ stages of Recovery to ensure that Clients are “fully served.”

4. Outreach and Engagement — CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need services.

5. Welcoming Environments — CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change — CONTRACTOR shall effect change by first focusing interventions based on Clients’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery — CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports — CONTRACTOR shall assist Clients in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building — CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach — CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self-Management — CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders — CONTRACTOR shall integrate substance abuse and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance use interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance use disorders so that they can pursue their own meaningful life goals.
13. Role of Medication and Therapy—CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.

14. Reconnecting with Family—CONTRACTOR shall facilitate the Recovery process and add an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration—CONTRACTOR shall work with Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and increasing their opportunities to meet new people as Clients’ Recovery progresses.

16. Education, Employment and Volunteering—CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System—CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care—CONTRACTOR shall ensure all FSP Clients have access to needed comprehensive health care. Access to these services is particularly critical since mental health Clients often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration—CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure—CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff—CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Clients is transformational and not only helps Clients give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options—CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to develop the confidence to move to lower levels of care or full community integration.

24. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving desired results. These results will be made available to COUNTY and the general public via: the MHSA website, quarterly outcome focused management meetings and public forums upon request.
and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES – CONTRACTOR’s program shall include, but not be limited to, the following services under the provision of FSP services:

1. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.


   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons.

   b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client's community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.

   c. Medication support services may occur in the office or in the field.

3. Co-Occurring Services: Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring treatment capable. The ASAM screening tool shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living or outpatient treatment.

4. Vocational and Educational Services: As part of the continuum of Recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.

   a. Educational Services: Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers’ aides to ease the anxiety of a new Client returning to continue educational goals.
b. Pre Vocational Groups: Clients may engage in pre vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.

c. Job Coaching/Developing: An Employment Specialist is to assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. Family and Peer Support Services:
   a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Clients in their Recovery.
   b. Supportive Socialization and Meaningful Community Roles. CONTRACTOR shall provide Client centered services that will support the clients in their recovery, self-sufficiency and development of meaningful life activities and relationships.

6. Transportation Services: These services may include, but not be limited to: provision of bus tickets; transportation to appointments deemed necessary for the Client care; or transportation for emergency psychiatric evaluation or treatment.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who have not been able to manage their finances independently. These clients include those that have funding, but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.

8. On-call Services: The program shall provide on-call service. Clinicians must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits Specialist to assist clients in accessing financial benefits and/or entitlements. The Specialist shall be
knowledgeable of entitlements, such as SSI/SSDI, Cal Fresh, and General Relief, and will work with
Clients to gather records, complete the application process, and secure entitlements.

10. Housing Services: CONTRACTOR shall provide a continuum of housing and housing
support for Full Service Partnership clients. This service category includes a comprehensive needs
assessment, linkage, placement, and ongoing support to sustain an appropriate level of housing.
CONTRACTOR shall prioritize obtaining appropriate housing for individuals immediately upon
enrollment, and throughout the recovery process. All Housing options provided by a FSP must meet
minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy
Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing
Specialist to provide housing services to all enrolled Clients. Housing services may include:

a. Emergency Housing – Immediate shelter for critical access for individuals who are
homeless or have no other immediate housing options available. Emergency housing is part of
“Housing First” model continuum and is required during the initial assessment phase.
b. Motel Housing – For those who may be unwilling or are inappropriate for a shelter, or
when no shelter is available, motel housing may be utilized. Motel housing is time limited in nature and
shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-
purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the
Flexible Funds Paragraph of this Exhibit A.
c. Bridge Housing – For Clients who will benefit from an intermediate step between
shelter and permanent housing. Bridge housing provides structures and programming in the context of
housing such as Board and Care or Room and Board. CONTRACTOR may look into housing options
such as master leasing.
d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP
members, and requires Clients to have their own unit or bedroom. Permanent housing includes but is
not limited to Shelter Plus Care Vouchers, independently paid homes/apartments, and County based
housing projects.
e. Residential Substance Use Treatment programs and sober living homes as a housing
option shall be available when appropriate to provide the member with the highest probability of success
towards recovery.

11. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every
client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical
needs of the client. CONTRACTOR shall routinely coordinate care planning treatment the primary care
physician through obtaining records and consultation. CONTRACTOR shall provide transportation to
the Primary Care Provider when indicated.

12. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be
located at the program site and will provide an opportunity for Clients to develop organizational, social
and leadership skills as they design a program that meets Client needs. All activities and groups offered
are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide Client input into program development and quality improvement.

13. Group Services—CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life Skills Building, DBT and MRT groups, and guest Speaker Meetings, etc.

14. Meaningful Community Roles—CONTRACTOR shall assist each member to identify some meaningful role in his/her life that is separate from the mental illness. The person needs to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to the mental illness.

15. Intensive Case Management Service—CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

2. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.

3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.

4. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours).

5. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.

6. CONTRACTOR shall have an identified individual who shall:

   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;

   b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;

   c. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Agreement;

   d. Oversee all aspects of the clinical services of the Recovery program;

   e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client
treatment issues, professional consultations, or medication evaluations;

f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and

g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.

7. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.

8. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

9. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

10. CONTRACTOR shall ensure compliance with workload standards and productivity.

11. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program. Discharges of clients from the program shall be determined by the client’s movement along the recovery continuum and shall be a coordinated effort between the ADMINISTRATOR and CONTRACTOR when indicated.

12. CONTRACTOR shall submit corrective action plans upon request.

13. CONTRACTOR shall comply with ADMINISTRATOR P&Ps.

14. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred for admission.

F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

G. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.

H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Agreement to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Agreement.

J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

I. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.
2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P’s, review of statistics and clinical services;

3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.

K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:

1. Admission Criteria and Admission Procedure
2. Assessments and Individual Service Plans
3. Crisis Intervention/Evaluation for Involuntary Holds
4. Handling Non-Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring
6. Community Integration/Case Management/Discharge Planning
7. Documentation Standards
8. Quality Management/Performance Outcomes
9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

L. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:

1. Orientation to the program’s goals, P&Ps
2. Training on subjects as required by state regulations
3. Recovery philosophy, Client empowerment and strength-based services
4. Crisis intervention and de escalation
5. Co occurring mental illness and substance abuse and dependence
6. Motivational interviewing
7. EBPs that support recovery

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated
to this program;

2. Maximize the use of the allocated funds;

3. Ensure timely and accurate reporting of monthly expenditures;

4. Maintain appropriate staffing levels;

5. Request budget and/or staffing modifications to the Agreement;

6. Effectively communicate and monitor the program for its success;

7. Track and report expenditures electronically;

8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and

9. Act quickly to identify and solve problems.

N. 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.

O. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

P. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

Q. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

R. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

S. PERFORMANCE OUTCOMES CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Agreement.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Agreement.
4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Agreement.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Agreement.

6. One (1) through five (5) in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

7. CONTRACTOR shall track the number of Clients at various stages on the MORS.

8. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

T. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA – Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

2. TRANSFER UTILITY – CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

U. DATA CERTIFICATION – POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Agreement. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Agreement, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Agreement.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.
4. CONTRACTOR shall have an identified individual who shall:
   a. Review the approved data collection database for accuracy and to ensure that each field is completed;
   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
   c. Review the approved data collection system reports to identify trends, gaps and quality of care;
   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and
   e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.
   f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection systems. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

VI. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
external temporary staffing assignment requests that occur during the term of the Agreement.

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E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

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F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training and Annual Compliance Training.

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G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

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H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

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I. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

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J. CONTRACTOR, including each employee that provides services under the Agreement, will obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

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K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty (40) hours work per week.

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WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of thirteen thousand two hundred (13,200) DSH, with a minimum of one thousand two hundred (1,200) hours of medication support services and twelve thousand (12,000) hours of other mental health, case management and/or crisis intervention services as outlined below.

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred (100) Clients throughout the term of the Agreement.

M. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 Rehabilitative and Developmental Services, Division 1—DHCS.

N. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

O. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

P. CONTRACTOR may augment 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 use 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 clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

Q. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

R. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

S. TOKENS — ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:

   a. Each staff member who no longer supports the Agreement;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR; or
   d. Token is malfunctioning;
   e. Termination of this Agreement.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

T. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.

#
I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in
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. Case Management Linkage Brokerage means a process of identification, assessment of
need, planning, coordination and linking, monitoring and continuous evaluation of Clients 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 Client in the assessment, determination of need and securing of adequate and
appropriate living arrangements.

7. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any
adult who has a psychiatric emergency. This program assists law enforcement, social service agencies,
and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary
program that conducts risk assessments, initiates involuntary hospitalizations, and provides case
management, linkage, follow ups for individuals evaluated.

8. 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.

9. Client or Member means an individual, referred by COUNTY or enrolled in
CONTRACTOR’s program for services under the Contract, who experiences chronic mental illness.

10. 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.

11. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that
operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a
psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation,
crisis stabilization treatment and referral to the appropriate level of continuing care. As designated
outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

12. CSW means Clinical Social Worker and refers to an individual who meets the minimum
professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of
post-master’s clinical experience in a mental health setting.

13. Data Collection and Reporting (DCR) System means a system designed for collection,
tracking and reporting outcomes data for Clients enrolled in the FSP Programs.

   a. 3 M’s means the Quarterly Assessment Form that is completed for each Client every
   three months in the approved data collection system.

   b. Data Mining and Analysis Specialist means a person who is responsible for ensuring
   the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as
   working on strategies for gathering new data from the Clients’ perspective which will improve
understanding of Clients’ needs and desires towards furthering their Recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

14. Diagnosis means the definition of the nature of the Client's disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

16. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

17. Face-to-Face means an encounter between Client and provider where they are both physically present.

18. 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 Clients 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 Client, 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 Client to staff ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery.
a. 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) Client 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.

b. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the Client in their current community setting and will develop a supportive relationship with the individual served. Substance use treatment will be integrated into services and provided by the Client’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 Client’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 Clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 Clients with applications to low income housing, housing subsidies, senior housing, etc. This individual is responsible for keeping abreast of the continuum of housing placements as well as Fair Housing laws and guidelines. This individual is responsible for
understanding the procedures involved in housing placement, including but not limited to: the referral
process, Coordinated Entry System, Licensed Residential placements, and temporary housing
placements.

20. Individual Services and Support Funds – Flexible Funds means funds intended for use to
provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment
of their mental illness and their overall quality of life. Flexible Funds are generally categorized as
housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are
individualized and appropriate to support Client’s mental health treatment activities.

21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes
an evaluation to determine if the Client meets program criteria and is willing to seek services.

22. Intern means an individual enrolled in an accredited graduate program accumulating
clinically supervised work experience hours as part of field work, 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.

23. 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.

24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing
employment opportunities for the Clients and matching the job to the Client’s strengths, abilities,
desires, and goals. This position will also integrate knowledge about career development and job
preparation to ensure successful job retention and satisfaction of both employer and employee.

25. Linkage means to assist an individual to connect with a referral.

26. Medical Necessity means the requirements as defined in the COUNTY MHP Medical
Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,
Impairment Criteria and Intervention Related Criteria.

27. Member Advisory Board means a member-driven board which shall direct the activities,
provide recommendations for ongoing program development, and create the rules of conduct for the
program.

28. Mental Health Services means interventions designed to provide the maximum reduction of
mental disability and restoration or maintenance of functioning consistent with the requirements for
learning, development and enhanced self-sufficiency. Services shall include:

   a. Assessment means a service activity, which may include a clinical analysis of the
      history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural
      issues and history, Diagnosis and the use of testing procedures.

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b. Collateral means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.

c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance use disorders from the same practitioner or treatment team.

d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

f. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

g. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

h. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

29. Mental Health Worker means an individual that assists in planning, developing and evaluating mental health services for Clients; provides liaison between Clients and service providers; and has obtained a Bachelor’s degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client related services to Clients experiencing mental health, substance use or alcohol disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.
30. MFT means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management services.

32. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

33. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

34. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

35. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

36. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

37. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

38. Peer Recovery Specialist/Counselor means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

39. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

40. PHI means Personal Health Information and refers to individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the
regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

41. Plan Coordinator means an MHS, CSW, or MFT that provides mental health, crisis intervention and case management services to those Clients who seek services in the COUNTY operated outpatient programs.

42. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

43. Pre-Licensed Therapist means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

44. Program Director means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

45. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

46. Promotores means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

47. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

48. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.
49. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

51. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:

   a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;

   b. Home: A stable and safe place to live;

   c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and

   d. Community: Relationships and social networks that provide support, friendship, love, and hope.

52. Referral means the act of sending an individual to another person or place for services, help, advice, etc.

53. SUD means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

54. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach. The Supportive Housing PSC will support all MHSA residents living in the assigned housing project, whether or not the tenant is receiving services from the on-site FSP. The Supportive Housing PSC will work with Property Manager, MHSA Housing County monitor, Resident Clinical Service Coordinator, and other support services located on-site. This individual will provide services that support housing sustainability for MHSA tenants and will be active in supporting and implementing a Full Service Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

55. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to...
monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards.

Supervisory review is conducted by the program/clinic director or designee.

56. Token means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

57. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

58. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one on one” vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

59. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

II. BUDGET

COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A-1 to the Contract and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual Contract, in writing, of ADMINISTRATOR and CONTRACTOR.

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GROSS COST $ 3,595,680

REVENUE
- FFP Medi-Cal $ 540,000
- MHSA Medi-Cal 540,000
- MHSA 2,515,680

TOTAL REVENUE $ 3,595,680

TOTAL BUDGET $ 3,595,680

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 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. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. 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.

E. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Contract. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Contract, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.
3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:
   a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;
   b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;
   c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental Contracts, general ledgers needs documented in Client’s treatment plan;
   d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;
   e. Statement indicating that no single Flexible Funds expenditure, in excess of $1,000, shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the $1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;
   f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;
   g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, $5,000 supply on-hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;
   h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and...
time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase of motel rooms shall be tracked and logged upon purchase and disbursement;

i. Statement indicating that Flexible Funds are not to be used for housing for Clients that have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by ADMINISTRATOR;

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and

k. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

F. 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 Clients, 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.

G. 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 generally accepted principles of accounting, 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.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A-1 to the Contract.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $299,640 per month. All payments are interim payments only, and 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-1 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated 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 invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., 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 invoice 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) 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 twenty-one (21) calendar days after receipt of the correctly completed invoice.

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 and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-1 to the Contract.

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IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include the following:

   a. A description of CONTRACTOR's progress in implementing the provisions of this Contract.

   b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants.

   c. Voluntary and involuntary hospitalizations and special incidences.
d. Vocational programs, educational programs, including new job placements. Clients in continuing employment.

e. Reporting of the numbers of Clients based upon their level of function in the MORS Level system.

f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.

g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

4. CONTRACTOR shall submit monthly benefit acquisition report to ADMINISTRATOR. The report will, at minimum, report on the number of new applications submitted, number of applications approved, number of applications that are pending, denied or being appealed, and number of clients ineligible for benefits.

E. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-1 to the Contract.

V. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of General Population Full Service Partnership Services for exclusive use by COUNTY at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR:

1910 Bush Street
Santa Ana, CA 92706
1. The facility shall include space to support the services identified within the Contract."
2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, CONTRACTOR shall operate extended hours at least two (2) evenings or days per week and provide limited weekend services and activities to accommodate Client needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.
3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.
4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED - Seriously and persistently mentally ill adults, ages eighteen (18) years and older and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:

1. Homelessness or at risk of homelessness;
2. Facing pending charges that carry jail and/or prison time;
3. Co-occurring substance use disorders; or
4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES – CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:

1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Clients’ worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients’ identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.
2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.
3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients’ stages of Recovery to ensure that Clients are “fully served.”
4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by
5. Welcoming Environments – CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing interventions based on Clients’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports – CONTRACTOR shall assist Clients in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building – CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach – CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders – CONTRACTOR shall integrate substance abuse and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance use interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance use disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.
14. Reconnecting with Family – CONTRACTOR shall facilitate the Recovery process and add an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and increasing their opportunities to meet new people as Clients Recovery progresses.

16. Education, Employment and Volunteering – CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System – CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Clients have access to needed comprehensive health care. Access to these services is particularly critical since mental health Clients often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff – CONTRACTOR shall maintain the ability to develop and utilize peers who are knowledgeable about the needs of Clients. CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Clients is transformational and not only helps Clients give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to develop the confidence to move to lower levels of care or full community integration.

24. Evidence-Based Practices – CONTRACTOR shall focus on using EBPs whenever possible, including, but not limited to, the Assertive Community Treatment model, which embraces a “whatever it takes” approach to remove barriers for individuals to access the support needed to fully integrate into the community.

25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving desired results. These results will be made available to COUNTY and the general public via:
the MHSA website, quarterly outcome focused management meetings and public forums upon request and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES – CONTRACTOR’s program shall include, but not be limited to, the following services under the provision of FSP services:

1. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons.
   b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client’s community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.
   c. Medication support services may occur in the office or in the field.

3. Co-Occurring Services: Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring treatment capable. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living or outpatient treatment. As appropriate, CONTRACTOR shall collaborate with community support groups to include hosting self-help groups such as Alcoholics Anonymous and Narcotics Anonymous to provide Clients with an avenue for full recovery.

4. Vocational and Educational Services: As part of the continuum of Recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.
a. Educational Services: Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers’ aides to ease the anxiety of a new Client returning to continue educational goals.

b. Pre-Vocational Groups: Clients may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.

c. Job Coaching/Developing: An Employment Specialist is to assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. Family and Peer Support Services:

a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Clients in their Recovery.

b. Supportive Socialization and Meaningful Community Roles. CONTRACTOR shall provide Client-centered services that will support the clients in their recovery, self-sufficiency and development of meaningful life activities and relationships.

6. Transportation Services: These services may include, but not be limited to: provision of bus tickets. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall provide transportation to any treatment or court related appointments deemed necessary for the Client care; transportation for emergency psychiatric evaluation or treatment, and transportation for the provision of any case management services. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpools, or other means of transportation whenever possible.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who have not been able to manage their finances independently. These clients include those that have
funding, but are not able to or willing to meet their basic needs without assistance. Money management
will also include individual and/or group education regarding personal budgeting.

8. On-call Services: The program shall provide on-call service. Clinicians must be available
twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis
intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely
manner when indicated. CONTRACTOR shall ensure that all Clients are provided with the on-call
phone number and know how to access the on-call services as needed.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits
Specialist to assist clients in accessing financial benefits and/or entitlements. The Specialist shall be
knowledgeable of entitlements, such as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will
work with Clients to gather records, complete the application process, and secure entitlements.

10. Housing Services: CONTRACTOR shall provide a continuum of housing and housing
support to Full Service Partnership clients. This service category includes a comprehensive needs
assessment, linkage, placement, and ongoing support to sustain and appropriate level of housing.
CONTRACTOR shall prioritize obtaining appropriate housing for individuals immediately upon
enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients
to their housing placements to ensure that access is smooth and that the Client is secure in their
placement and equipped with basic essentials, as well as to provide a warm handoff to the housing
provider. All Housing options provided by a FSP must meet minimal requirements set by the
COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult
FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services
to all enrolled Clients. Housing services may include:

   a. Emergency Housing – Immediate shelter for critical access for individuals who are
      homeless or have no other immediate housing options available. Emergency housing is part of
      “Housing First” model continuum and is required during the initial assessment phase.

   b. Motel Housing – For those who may be unwilling or are inappropriate for a shelter, or
      when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and
      shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-
purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the
Flexible Funds Paragraph of this Exhibit A-1.

   c. Bridge Housing – For Clients who will benefit from an intermediate step between
      shelter and permanent housing. Bridge housing provides structures and programming in the context of
      housing such as Board and Care or Room and Board. CONTRACTOR may look into housing options
      such as master leasing.

   d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP
      members, and requires Clients to have their own unit or bedroom. Permanent housing includes but is
not limited to Shelter Plus Care Vouchers, independently paid homes/apartments, and County based housing projects.

e. Residential Substance Use Treatment programs and sober living homes as a housing option shall be available when appropriate to provide the member with the highest probability of success towards recovery.

11. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical needs of the client. CONTRACTOR shall routinely coordinate care planning treatment the primary care physician through obtaining records and consultation. CONTRACTOR shall provide transportation to the Primary Care Provider when indicated.

12. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide Client input into program development and quality improvement.

13. Group Services – CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life Skills Building, DBT and MRT groups, and guest Speaker Meetings, etc.

14. Meaningful Community Roles – CONTRACTOR shall assist each member to identify some meaningful role in his/her life that is separate from the mental illness. The person needs to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to the mental illness.

15. Intensive Case Management Service – CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

16. Rehabilitation Services and Therapy - CONTRACTOR shall provide rehabilitation services to assist Clients to improve, maintain, or restore their functional skills such as daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education. Rehabilitation and therapy may be provided individually, in a group, or with family members.

17. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care approach in the delivery of behavioral health services.

a. A trauma-informed approach includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations; it involves viewing trauma through an ecological and cultural lens and recognizing that context plays a
significant role in how individuals perceive and process traumatic events; and it involves four key elements:

1) Realizes the widespread impact of trauma and understands potential paths for recovery;
2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
4) Seeks to actively resist re-traumatization.

b. Trauma-informed care which refers to a strengths-based service delivery approach that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and individuals served, and that creates opportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed care model is built on the following core values and principles:

1) Safe, calm and secure environment with supportive care
2) System wide understanding of trauma prevalence, impact, and trauma-informed care
3) Cultural competence
4) Consumer voice, choice and self-advocacy
5) Recovery, client-driven and trauma specific services
6) Healing, hopeful, honest and trusting relationships

c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed culture. This includes focusing on organizational activities that foster the development of a trauma-informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training on evidence-based and emerging trauma-informed best practices; developing competencies specific to trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and preventing and treating secondary trauma.

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.
2. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.
3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.
4. ADMINISTRATOR shall have monthly management meetings with CONTRACTOR who will report on program development, resources, housing, barriers, and budgets.
5. CONTRACTOR shall provide culturally sensitive personal service coordination in English, Spanish, Vietnamese, Farsi, Arabic and Korean. CONTRACTOR shall work with the COUNTY or other interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate engagement and to serve Clients in other Asian languages and ASL is highly desirable.

6. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours).

7. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.

8. CONTRACTOR shall have an identified individual who shall:
   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;
   b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;
   c. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Contract;
   d. Oversee all aspects of the clinical services of the Recovery program;
   e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;
   f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and
   g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.

9. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.

10. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

11. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

12. CONTRACTOR shall ensure compliance with workload standards and productivity.

13. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program. Discharges of clients from the program shall be determined by the client’s movement along the recovery continuum and shall be a coordinated effort between the
ADMINISTRATOR and CONTRACTOR when indicated.

14. CONTRACTOR shall submit corrective action plans upon request.

15. CONTRACTOR shall comply with ADMINISTRATOR Guidelines and P&Ps.

16. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred for admission.

F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

G. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.

H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Contract to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Contract.

J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P’s, review of statistics and clinical services;

3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.

4. Collaborative meetings to address various aspects of client care including but not limited to: housing specialist meetings, vocational/educational specialist meetings, data meetings, etc.

5. Weekly meetings with the collaborative partners to discuss any questions, concerns, updates, etc. related to client care.

K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:

1. Admission Criteria and Admission Procedure

2. Assessments and Individual Service Plans

3. Crisis Intervention/Evaluation for Involuntary Holds

4. Handling Non-Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring
6. Community Integration/Case Management/Discharge Planning
7. Documentation Standards
8. Quality Management/Performance Outcomes
9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

L. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:

1. Orientation to the program’s goals, P&Ps
2. Training on subjects as required by state regulations
3. Recovery philosophy, Client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance abuse and dependence
6. Motivational interviewing
7. EBPs that support recovery
8. Outreach and engagement
9. Trauma-informed care
10. Professional boundaries
11. Cultural Competency
12. Critical Time Intervention
13. Housing First
14. Other clinical staff training

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Contract;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and

9. Act quickly to identify and solve problems.

N. 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.

O. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

P. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

Q. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

R. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

S. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Contract.

4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Contract.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Contract.

6. CONTRACTOR shall track the number of days Clients are receiving emergency interventions and make every effort to reduce them through services provided in the Contract.
7. CONTRACTOR shall track the number of days Clients are arrested and make every effort to reduce them through services provided in the Contract.

8. CONTRACTOR shall track the number of days Clients are placed in independent living and make every effort to increase them through services provided in the Contract.

9. Listed above in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

10. CONTRACTOR shall track the number of Clients at various stages on the MORS.

11. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

12. CONTRACTOR shall develop, in conjunction with County, additional ongoing performance measures/outcomes or program’s target goals as required.

T. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and report on Client demographics and other statistics including but not limited to:

1. The total number of Clients referred to, and enrolled in Services.

2. The total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.

3. The total number and type of services provided and the length of stay for each Client in the program.

4. The total number of successful Client linkages to recommended services.

5. The total number of Clients placed in temporary housing environments.

6. The total number of groups provided per week and how many Clients attended each group.

7. The total number of activities provided on and off site for the month as well as number of Clients who attended.

U. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA - Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. The data collection system used must be approved by ADMINISTRATOR in order to meet county reporting needs. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).
a. CONTRACTOR shall track and report Performance Outcome Measure as required by State, COUNTY, and/or MHSA.

b. CONTRACTOR shall collaborate with the Adult Performance Outcome Department (APOD) to complete outcome requests by Administrator for State, COUNTY, and/or MHSA reporting, and to fulfill all data requests as needed by COUNTY’s independent evaluator to conduct their independent evaluation to assess overall program effectiveness for COUNTY and/or DHCS reporting.

c. CONTRACTOR shall cooperate in data collection as required by ADMINISTRATOR to report on other performance areas including, but not limited to, Client satisfaction, length of stay, and duration of services.

2. TRANSFER UTILITY - CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

   a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office for transfers between FSPs and adhere to COUNTY’s transfer guidelines to ensure compliance with MHSA requirements.

V. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Contract. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Contract, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Contract.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:

   a. Review the approved data collection database for accuracy and to ensure that each field is completed;

   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;

   c. Review the approved data collection system reports to identify trends, gaps and quality of care;

   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and

//
e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.

f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

W. CONTRACTOR shall provide the appropriate written Notice of Adverse Benefit Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by State Medi-Cal standards. CONTRACTOR shall review these standards to determine the appropriate timeline for disenrollment of services. The NOABD must provide the adverse benefit determination made by the CONTRACTOR as well as a clear and concise explanation of the reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate NOABD as determined by state standards. Examples include but are not limited to:

1. Termination NOABD: If a beneficiary drops out of treatment, is missing, or admitted to an institution where he or she is ineligible for further services (e.g., long term incarceration or hospitalization).

2. Delivery Systems NOABD: If a beneficiary does not meet medical necessity criteria for specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer referrals to the appropriate services.

X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to address a beneficiary’s expressed dissatisfaction with services. This dissatisfaction, defined as a grievance, may include but is not limited to: quality of care or services provided, aspects of interpersonal relationships, failure to respect the beneficiary’s rights, location of services, access/availability, or anything else related to the provision of services.

Y. CONTRACTOR shall train staff to utilize the COUNTY’s Access Log as the first point of contact for clients attempting to access Specialty Mental Health Services. CONTRACTOR shall complete the Access Log accurately and as required, including information such as Type of Contact, Outcome of Contact, and instances where Clients are in need of Crisis Services. Z.

CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract.

VII. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical
staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR. CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY’s ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the Clients to be serviced. This inclusion of COUNTY’s multiple cultures will assist in maximizing access to services. ADMINISTRATOR shall provide, or cause to be provided, education and training to staff to address cultural and linguistic needs of population served.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include: but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training, Annual Compliance Training, and Annual Cultural Competency Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

I. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and updated annual criminal checks through the internet, utilizing Megan’s Law, Orange County Sheriff’s, and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as all the internet checks have been completed and are acceptable.

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J. CONTRACTOR shall provide trainings to staff on professional boundaries and include topics such as: appropriate communication and interactions and the use of self-disclosures.

K. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

L. CONTRACTOR, including each employee that provides services under the Contract, will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

M. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours of work per week.

<table>
<thead>
<tr>
<th>DIRECT PROGRAM</th>
<th>FTEs</th>
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</thead>
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<tr>
<td>Regional Director of Operations</td>
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<td>Clinical Director</td>
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<td>Case Manager II - Education/Employment Specialist</td>
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<tr>
<td>Psychiatrist (Subcontractor)</td>
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<tr>
<td><strong>TOTAL DIRECT PROGRAM FTEs</strong></td>
<td><strong>24.69</strong></td>
</tr>
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</table>
N. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Contract, provide a minimum of seventeen thousand one hundred sixty (17,160) DSH, with a minimum of nine hundred sixty (960) hours of medication support services and sixteen thousand two hundred (16,200) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred thirty five (135) Clients throughout the term of the Contract.

O. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1 - DHCS.

P. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

Q. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

R. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

1. CONTRACTOR shall provide clinical supervision for all registered/waivered employees, interns and volunteers as required by the respective governing licensing board such as the Board of Behavioral Sciences (BBS). Per the BBS, a least one unit of supervision is required for the first 10 hours of psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours of psychotherapy/counseling in a given week; after required hours have been accrued, staff must continue to receive required supervision until a license is issued. Clinical supervision shall be provided by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all registered/waivered employees, interns and volunteers.

2. An intern is an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements.
Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, LPCC, a LCSW, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

S. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

T. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

U. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:

   a. Each staff member who no longer supports the Contract;

   b. Each staff member who no longer requires access to IRIS;

   c. Each staff member who leaves employment of CONTRACTOR; or

   d. Token is malfunctioning;

   e. Termination of this Contract.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.

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EXHIBIT B
TO THE AGREEMENT FOR PROVISION OF
COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2017 THROUGH JUNE 30, 2020

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and
Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B below, shall have the same
meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45
CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act,
and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that
CONTRACTOR performs, or delegates to subcontracts to perform, functions or activities on behalf of
COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of
“Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the
terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to
be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the
Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be
created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance
with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH
Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA
regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by
other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the
covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
terms of this Business Associate Contract and the applicable standards, implementation specifications,
and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
with respect to PHI and ePHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and P&Ps, to manage the selection, development, implementation, and maintenance of security measures to protect ePHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.

2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

   a. Breach excludes:

      1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

      2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

      3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

   b. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

      1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

      2) The unauthorized person who used the PHI or to whom the disclosure was made;

      3) Whether the PHI was actually acquired or viewed; and

      4) The extent to which the risk to the PHI has been mitigated.

3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. “DRS” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. “Health Care Operations” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. “Physical Safeguards” are physical measures, policies, and procedures to protect CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.


10. “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. “Secretary” shall mean the Secretary of the Department of HHS or his or her designee.

13. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.


15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the P&Ps for its use that protect ePHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.
3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY’s compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY’s obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, agents, subcontractors, and agents of its subcontractors.

14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY’s request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

   a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Subparagraph C; or

   b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.
17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR’s operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate P&Ps to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

   a. Complying with all of the data system security precautions listed under Subparagraph E., below;
   b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;
   c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Subparagraph D of this Business Associate Contract.

5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.
E. DATA SECURITY REQUIREMENTS

1. Personal Controls
   a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR’s expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.
   b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR’s privacy P&Ps, including termination of employment where appropriate.
   c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person’s written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.
   d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each workforce member’s background check documentation for a period of three (3) years.

2. Technical Security Controls
   a. Workstation/Laptop Encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the COUNTY.
   b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable Media Devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises” if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s locations.

e. Antivirus Software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight (8) characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)
2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY...
must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media
may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods
require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
must provide an automatic timeout, requiring re-authentication of the user session after no more than
twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
must display a warning banner stating that data is confidential, systems are logged, and system use is for
business purposes only by authorized users. User must be directed to log off the system if they do not
agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can
identify the user or system process which initiates a request for PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
or which alters such PHI. The audit trail must be date and time stamped, must log both successful and
failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a
database, database logging functionality must be enabled. Audit trail data must be archived for at least
three (3) years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission Encryption. All data transmissions of PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
comprehensive intrusion detection and prevention solution.

3. Audit Controls

a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
COUNTY must have at least an annual system risk assessment/security review which provides
assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

   a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR, or by exercising reasonable diligence, would have been known to CONTRACTOR.

   b. CONTRACTOR shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence, would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR’s notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification.

3. CONTRACTOR’s notification shall include, to the extent possible:

   a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

   b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

      1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an E-Mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR’s initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in //
the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done
by COUNTY except for the specific Uses and Disclosures set forth below.

a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

1) The Disclosure is required by law; or
2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary P&Ps of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

I. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY’s notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR’s Use or Disclosure of PHI.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’s Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR’s Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY’s knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

   a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the violation within thirty (30) business days; or

   b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within thirty (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

   a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

   b. CONTRACTOR shall retain no copies of the PHI.

   c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.
I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).

3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS.

4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the IEA currently in effect between the SSA and DHCS.

6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or
regulations that require the production of information, including statutes or regulations that require such
information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,
modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or
interference with system operations in an information system that processes, maintains or stores PI.

B. TERMS OF AGREEMENT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
otherwise indicated in this Exhibit C, CONTRACTOR may use or disclose DHCS PI only to perform
functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the
Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or
required by this Personal Information Privacy and Security Contract or as required by applicable state
and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and
physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
Security Contract. CONTRACTOR shall develop and maintain a written information privacy and
security program that include administrative, technical and physical safeguards appropriate to the size
and complexity of CONTRACTOR’s operations and the nature and scope of its activities, which
incorporate the requirements of Subparagraph c. below. CONTRACTOR will provide COUNTY with
its current policies upon request.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized
data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing
DHCS PI and PII. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in Subparagraph
E. of the Business Associate Contract, Exhibit B to the Agreement; and

2) Providing a level and scope of security that is at least comparable to the level and
scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of
Federal Automated Information Systems, which sets forth guidelines for automated information systems
in Federal agencies.

3) If the data obtained by CONTRACTOR from COUNTY includes PII,
CONTRACTOR shall also comply with the substantive privacy and security requirements in the
CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and
DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security
requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic
Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local
Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that
any of CONTRACTOR’s agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree
to the same requirements for privacy and security safeguards for confidential data that apply to
CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful
effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or
its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR’s Agents and Subcontractors. To impose the same restrictions and
conditions set forth in this Personal Information and Security Contract on any subcontractors or other
agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the
disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or
COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,
injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives
DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or
DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including
employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist
the COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the
CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such
Breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI
and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract,
Exhibit B to the Agreement.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate
an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for
carrying out the requirements of this Personal Information Privacy and Security Contract and for
communicating on security matters with the COUNTY.
AGREEMENT FOR PROVISION OF
CRIMINAL JUSTICE FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2017 THROUGH JUNE 30, 2020 JULY 1, 2020 THROUGH JUNE 30, 2021

THIS AGREEMENT entered into this 1st day of July, 2017 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and COLLEGE COMMUNITY SERVICES, a California (nonprofit corporation), (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Criminal Justice Full Service Partnership services described herein to the residents of Orange County; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:
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Signature Page ....................................................................................................................................... 42
REFERENCED CONTRACT PROVISIONS

**Term:** July 1, 2017 through June 30, 2020

- Period One means the period from July 1, 2017 through June 30, 2018
- Period Two means the period from July 1, 2018 through June 30, 2019
- Period Three means the period from July 1, 2019 through June 30, 2020

**Term:** July 1, 2017 through June 30, 2021

- Period One means the period from July 1, 2017 through June 30, 2018
- Period Two means the period from July 1, 2018 through June 30, 2019
- Period Three means the period from July 1, 2019 through June 30, 2020
- Period Four means the period from July 1, 2020 through June 30, 2021

**Maximum Obligation:**

| Period One Maximum Obligation: | $2,826,967 |
| Period Two Maximum Obligation: | 2,826,967 |
| Period Three Maximum Obligation: | 2,826,967 |
| TOTAL MAXIMUM OBLIGATION: | $8,480,901 |

| Period One Maximum Obligation: | $2,826,967 |
| Period Two Maximum Obligation: | 2,826,967 |
| Period Three Maximum Obligation: | 2,826,967 |
| Period Four Maximum Obligation: | 3,174,438 |
| TOTAL MAXIMUM OBLIGATION: | $11,655,339 |

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly In Arrears

**CONTRACTOR DUNS Number:**

**CONTRACTOR TAX ID Number:**

**Notices to COUNTY and CONTRACTOR:**

**COUNTY:** County of Orange

- Health Care Agency
- Contract Services
- 405 West 5th Street, Suite 600
- Santa Ana, CA 92701-4637
CONTRACTOR: College Community Services
4281 Katella Ave., Suite 201
Los Alamitos, CA 90720
Contact Name: Gail Laporte, California State Director
Contact Email: Gail.Laporte@pathways.com
I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A. ADL  Activities of Daily Living
B. AES  Advanced Encryption Standard
C. AMHS  Adult Mental Health Services
D. AA  Alcoholics Anonymous
E. ARRA  American Recovery and Reinvestment Act
F. ASRS  Alcohol and Drug Programs Reporting System
G. BBS  Board of Behavioral Sciences
H. BCP  Business Continuity Plan
I. BHS  Behavioral Health Services
J. CAT  Centralized Assessment Team
K. CCC  California Civil Code
L. CCR  California Code of Regulations
M. CD/DVD  Compact Disc/Digital Video or Versatile Disc
N. CFR  Code of Federal Regulations
O. CHHS  California Health and Human Services Agency
P. CHPP  COUNTY HIPAA Policies and Procedures
Q. CHS  Correctional Health Services
R. CIPA  California Information Practices Act
S. CMPPA  Computer Matching and Privacy Protection Act
T. CSW  Clinical Social Worker
U. DCR  Data Collection and Reporting
V. DD  Dual Disorders
W. DHCS  Department of Health Care Services
X. D/MC  Drug/Medi-Cal
Y. DoD  US Department of Defense
Z. DPFS  Drug Program Fiscal Systems

AA. DRP  Disaster Recovery Plan
AB. DRS  Designated Record Set
AC. DSH  Direct Service Hours
AD. DSM  Diagnostic and Statistical Manual of Mental Disorders
AE. EBP  Evidence-Based Practice
AF. E-Mail  Electronic Mail
AG. EHR  Electronic Health Record
AH. FIPS  Federal Information Processing Standards
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<td>AI</td>
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<td>AJ</td>
<td>FTE</td>
<td>Full Time Equivalent</td>
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<td>AK</td>
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<td>Health and Human Services</td>
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<td>Integrated Records Information System</td>
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II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.
. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR’s Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR’s Compliance Program, Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required elements by ADMINISTRATOR’s Compliance Officer as described in this Paragraph IV (COMPLIANCE). These elements include:
   a. Designation of a Compliance Officer and/or compliance staff.
   b. Written standards, policies and/or procedures.
   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 acknowledge to 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 Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures review 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 Agreement. 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 Agreement 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 Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. 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 and/or any other list or system as identified by the ADMINISTRATOR.

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 Paragraph IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR’s own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

2. An Ineligible Person shall be any individual or entity who:
   a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion, or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.
2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.
4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR’s right to terminate this Agreement on the basis of such default.

V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients of the Orange County Mental Health services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6, relating to confidentiality of medical information.

3. In the event of a collaborative service agreement between Mental Health services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

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VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VII. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

1. If CONTRACTOR fails to submit an accurate and complete an individual and/or consolidated Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

   a. CONTRACTOR may be assessed a late penalty of five hundred dollars ($500) for each business day after the above specified due date that the accurate and complete an individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual and/or consolidated Cost Report due COUNTY by CONTRACTOR.

   b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete an individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.
2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
individual and/or consolidated Cost Report setting forth good cause for justification of the request.
Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be
unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete an individual
and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the
termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement
for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during
the term of the Agreement shall be immediately reimbursed to COUNTY.

B. The individual and/or consolidated Cost Report shall be the final financial and statistical report
submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly
or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost
Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
less applicable revenues and any late penalty, not to exceed COUNTY’s Maximum Obligation as set
forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to
reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
COUNTY.

D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance
(SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to
CONTRACTOR.

E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in
the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the Cost Report
the services rendered with such revenues.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or
attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and
supporting documentation prepared by __________ for the cost report period
beginning __________ and ending __________ and that, to the best of my
knowledge and belief, costs reimbursed through this Agreement are reasonable and
allowable and directly or indirectly related to the services provided and that this Cost
Report is a true, correct, and complete statement from the books and records of
(provider name) in accordance with applicable instructions, except as noted. I also
hereby certify that I have the authority to execute the accompanying Cost Report.

Signed

Name

Title

Date

“

. 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 Agreement 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 Agreement 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.

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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. Any attempted assignment or delegation in derogation of this paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporate structure to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.

C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.
1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days’ written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

X. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract, including the delivery of goods and/or provision of services. CONTRACTOR’s failure to proceed diligently shall be considered a material breach of this Contract.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR’s demand, it shall be deemed a final decision adverse to CONTRACTOR’s contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

XII. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively Permanent” is defined as having a useful life of one year or longer. Equipment which costs $5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than $600 but may contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to...
Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Agreement is followed without interruption by another agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIV. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of $50,000 ($5,000 for automobile liability) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR’s, its agents, employee’s or subcontractor’s performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR’s SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall constitute a breach of CONTRACTOR’s obligation hereunder and grounds for COUNTY to terminate this Agreement.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California 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.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers' Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Sexual Misconduct Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>
H. 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.

I. 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, employees, and agents as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.

   b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

   a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

   b. A primary and non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

K. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate this Agreement.

M. If CONTRACTOR’s Professional Liability and/or Network Security & Privacy Liability are “Claims Made” policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.
N. The Commercial General Liability policy shall contain a “severability of interests” clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this Agreement by COUNTY.

Q. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

R. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
   a. Prior to the start date of this Agreement.
   b. No later than the expiration date for each policy.
   c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.

2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
   a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
   b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
   c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR’s monthly invoice.
4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XV. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non–compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.
E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR’s operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

XVI. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
   a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;
   b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
   c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;
   d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.
C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
2. WIC, Division 5, Community Mental Health Services.
3. WIC, Division 6, Admissions and Judicial Commitments.
4. WIC, Division 7, Mental Institutions.
5. HSC, §§1250 et seq., Health Facilities.
7. CCR, Title 9, Rehabilitative and Developmental Services.
8. CCR, Title 17, Public Health.
9. CCR, Title 22, Social Security.
10. CFR, Title 42, Public Health.
11. CFR, Title 45, Public Welfare.
12. USC Title 42. Public Health and Welfare.
13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

D. CONTRACTOR shall at all times be capable and authorized by the State of California to provide treatment and bill for services provided to Medi-Cal eligible clients while working under the terms of this Agreement.

E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or waivers to provide Medi-Cal billable treatment services at school or other sites requested by ADMINISTRATOR.

. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by
ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XVIII. MAXIMUM OBLIGATION

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.

XIX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.
C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XX. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this
Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a client or potential client any service, benefit, or accommodation.
2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or COUNTY’s Patient Rights Office.

1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
   a. COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.
   b. Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be informed of their right to access the Patients’ Rights Office at any time.
2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

XXI. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by Email; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.
D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXII. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION
a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.

C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve clients or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.
XXIV. PATIENT’S RIGHTS

A. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance process approved by ADMINISTRATOR, to which the beneficiary shall have access.

1. CONTRACTOR’s grievance process shall incorporate COUNTY’s grievance, patients’ rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.

2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients’ Rights Office. The Patients’ Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR’S Director of Behavioral Health Care and the State Patients’ Rights Office.

C. The Parties agree that Clients have recourse to initiate an expression of dissatisfaction to CONTRACTOR, appeal to the County Patients’ Rights Office, file a grievance, and file a Title IX complaint. The Patients’ Advocate shall advise and assist the Client, investigate the cause of the grievance, and attempt to resolve the matter.

D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.”

XXV. PAYMENT CARD COMPLIANCE

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.”

. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.
B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within forty eight (48) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.
J. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years following discharge of the client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

L. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

M. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.
D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
termination of the contract, unless a longer period is required due to legal proceedings such as litigations
and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years
following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
billings, and revenues available at one (1) location within the limits of the County of Orange. If
CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
written approval to CONTRACTOR to maintain records in a single location, identified by
CONTRACTOR.

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
all information that is requested by the PRA request.

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or
request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered
health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record
systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
with the terms of this Agreement and common business practices. If documentation is retained
electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer
terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or
regulation, and copy ADMINISTRATOR on such notifications.
K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication.

XXVIII. Revenue

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided. No client shall be denied services because of an inability to pay.

B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Agreement.

XXIX. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.
XXX. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Supplanting current funding for existing services.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
6. Providing inpatient hospital services or purchasing major medical equipment.
7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
XXXI. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

XXXII. TERM

A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement; provided, however, 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 Agreement on a weekend or holiday may be performed on the next regular business day.

XXXIII. TERMINATION

A. Either Party may terminate this Agreement, without cause, upon thirty (30) calendar days’ written notice given the other Party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days’ written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. COUNTY may terminate this Agreement 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.

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4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.

5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.

6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.

7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
   a. The continued availability of federal, state and county funds for reimbursement of COUNTY’s expenditures, and
   b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days’ written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

F. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

3. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client’s best interests.
6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

9. Provide written notice of termination of services to each client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXXIV. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services pursuant to this Agreement.

XXXV. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.
IN WITNESS WHEREOF, the Parties have executed this Agreement, in the County of Orange, State of California.

COLLEGE COMMUNITY SERVICES

BY: ______________________________ DATED: ______________________________

TITLE: ______________________________

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 HCA.
EXHIBIT A
TO AGREEMENT FOR PROVISION OF
CRIMINAL JUSTICE FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2017 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

— A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

—— 1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Client are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

—— 5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Client and clinicians in
6. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Client and 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

7. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case management, linkage, follow-ups for individuals evaluated.

8. 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.

9. Client or Member means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Agreement, who experiences chronic mental illness.

10. 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.

11. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

12. CSW means Clinical Social Worker and refers to an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master’s clinical experience in a mental health setting.

13. Data Collection and Reporting (DCR) System means software designed for collection, tracking and reporting outcomes data for Clients enrolled in the FSP Programs.

a. 3 M’s means the Quarterly Assessment Form that is completed for each Client every three months in the approved data collection system.

b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Client’s perspective which will improve...
understanding of Client’s needs and desires towards furthering their Recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

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c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

14. Diagnosis means the definition of the nature of the Client’s disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

16. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

17. Face-to-Face means an encounter between Client and provider where they are both physically present.

18. 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 Client 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 Client, 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 Client 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) Client 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.

b. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the Client in their current community setting and will develop a supportive relationship with the individual served. Substance use treatment will be integrated into services and provided by the Client’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 Client’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 Client move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 Client with applications to low income housing, housing subsidies, senior housing, etc.
20. **Individual Services and Support Funds**—Flexible Funds means funds intended for use to provide Client and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Client’s mental health treatment activities.

21. **Intake** means the initial meeting between a Client and CONTRACTOR’s staff and includes an evaluation to determine if the Client meets program criteria and is willing to seek services.

22. **Intern** means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, 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.

23. **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.

24. **Job Coach/Developer** means a specialized position dedicated to cultivating and nurturing employment opportunities for the Client and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also incorporate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

25. **Linkage** means to assist an individual to connect with a referral.

26. **Medical Necessity** means the requirements as defined in the COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

27. **Member Advisory Board** means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the rules of conduct for the program.

28. **Mental Health Services** means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

   a. **Assessment** means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.

   b. **Collateral** means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.
e. Co Occurring Integrate Treatment Model means, in evidence-based Integrated Treatment programs, Client who receive a combined treatment for mental illness and substance abuse disorders from the same practitioner or treatment team.

d. Crisis Intervention means a service, lasting less than twenty four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

f. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Client’s functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

g. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

h. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

29. Mental Health Worker means an individual that assists in planning, developing, and evaluating mental health services for Client; provides liaison between Client and service providers; and has obtained a Bachelor’s degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client related services to Client experiencing mental health, substance use or alcohol disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

30. MFT means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management services.
32. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

33. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Client to their appropriate level of care and replace the diagnostic and acuity of illness based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

34. NOA A means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA A to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

35. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health-care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

36. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

37. Outreach means the Outreach to potential Client to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

38. Peer Recovery Specialist/Counselor means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

39. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Client that qualify for medication benefits.

40. Protected Health Information (PHI) means individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of care to an individual, or the past, present, or future payment for health care provided to an individual.
41. Plan Coordinator means an MHS, CSW, or MFT that provides mental health, crisis intervention, and case management services to those Clients who seek services in the COUNTY operated outpatient programs.

42. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

43. Pre-Licensed Therapist means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

44. Program Director means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local program level.

45. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

46. Promotores means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

47. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community-based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Client with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

48. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

49. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi Cal Client to monitor and evaluate the quality and...
appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

51. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:
   a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;
   b. Home: A stable and safe place to live;
   c. Purpose: Meaningful daily activities, such as a job, school, volunteering, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
   d. Community: Relationships and social networks that provide support, friendship, love, and hope.

52. Referral means the act of sending an individual to another person or place for services, help, advice, etc.

53. Substance Use Disorder (SUD) means and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

54. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Client with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Client assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach.

55. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

56. Token means the security device which allows an individual user to access the COUNTY’s computer-based IRIS.

57. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

58. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Client’ level of need and desired support. The Vocational/Educational Specialist will provide “one-on
one” vocational counseling and support to Client to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Client and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

— 50. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

— B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

## II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

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<td>TOTAL REVENUE</td>
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TOTAL BUDGET $2,826,967 $2,826,967 $2,826,967 $8,480,901

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A to the Agreement includes Indirect Costs not to exceed fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

C. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Agreement, 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 Client shall not be eligible for retention by CONTRACTOR.

E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of approximately twenty percent (20%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.

F. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.

3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to:
the following:

[a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensive source documentation such as receipts, copy of Client’s lease/rental agreements, general ledgers needs documented in Client’s treatment plan;

d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Client in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

e. Statement indicating that no single Flexible Funds expenditure, in excess of one thousand dollars ($1,000), shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the one thousand dollars ($1,000) limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;

g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, five thousand dollars ($5,000) supply on hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five dollars ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase of motel rooms shall be tracked and logged upon purchase and disbursement;

i. Statement indicating that Flexible Funds are not to be used for housing for Client that have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by ADMINISTRATOR;

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any
Client either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and

k. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Client, including end of year process accounting for gift cards still in staff possession.

G. 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 Client, 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.

H. 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 generally accepted principles of accounting, and Medicare regulations. The Client eligibility determination and fee charged to and collected from Client, together with a record of all billings rendered and revenues received from any source, on behalf of Client treated pursuant to the Agreement, must be reflected in CONTRACTOR’s financial records.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $235,580 per month for Period One, Period Two, and Period Three. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement 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 Agreement, provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and/or federal regulations.

ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. 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 invoice 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) 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.

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 Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. SERVICES

A. FACILITY—CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of Criminal Justice Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:
1. The facility shall include space to support the services identified within the Agreement.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, CONTRACTOR shall operate extended hours at least two (2) evenings or days per week and provide weekend services to accommodate Clients’ needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its clients twenty-four (24 hours per day, seven (7) day per week, whichever the situation indicates.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI – The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED – Seriously and persistently mentally ill adults, ages eighteen (18) and older years and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:

1. Homelessness or at risk of homelessness;

2. Have a recent history of incarceration and/or experience recidivism in the legal/correction system;

3. Co-occurring substance abuse disorders; or

4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES – CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:

1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Client’s worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall
identify and define levels of service and supports that create a continuum of services based on the
Client’s stages of Recovery to ensure that Client are “fully served.”

4. Outreach and Engagement — CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Client in the FSP while they need services.

5. Welcoming Environments — CONTRACTOR shall convey a sense of welcoming to Client that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change — CONTRACTOR shall effect change by first focusing interventions based on Client’s Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery — CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports — CONTRACTOR shall assist Client in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building — CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Client.

10. Use of Strength-Based Approach — CONTRACTOR shall help Client identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self-Management — CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders — CONTRACTOR shall integrate substance abuse and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance abuse interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy — CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR
shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.

14. Reconnecting with Family—CONTRACTOR shall facilitate the Recovery process and add an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration—CONTRACTOR shall work with Client to shift Client’s support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Client’s social network and increasing their opportunities to meet new people as Clients Recovery progresses.

16. Education, Employment and Volunteering—CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System—CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care—CONTRACTOR shall ensure all FSP Client have access to needed comprehensive health care. Access to these services is particularly critical since mental health Client often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration—CONTRACTOR shall ensure coordination of services when FSP Client are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure—CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff—CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Client is transformational and not only helps Client give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options—CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Client and is not only crucial to the Client as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Client to provide enough support for Client to develop the confidence to move to lower levels of care or full community integration.

24. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving desired results. These results will be made available to COUNTY and the general public via the MHSA website, quarterly outcome focused management meetings and public forums upon request and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity standards.
measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES — CONTRACTOR’s program shall include, but not be limited to, the following services under the provision of FSP services:

1. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons.
   b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client’s community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.

3. Dual Diagnosis Services: Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. The ASAM screening tool shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living or outpatient treatment.

4. Vocational and Educational Services: As part of the continuum of Recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.
   a. Educational Services: Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers’ aides to ease the anxiety of a new Client returning to continue educational goals.
   b. Pre-Vocational Groups: Client may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job...
placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.

5. Family and Peer Support Services:

   a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client’s natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Client in their Recovery.

   b. Supportive Socialization and Meaningful Community Roles. CONTRACTOR shall provide Client-centered services that will support the Clients in their Recovery, self-sufficiency and in development of meaningful life activities and relationships.

6. Transportation Services: These services may include, but not be limited to: provision of bus tickets; transportation to appointments deemed necessary for the Client care; or transportation for emergency psychiatric evaluation or treatment.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who have not been able to manage their finances independently. These clients include those that have funding but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.

8. On-call Services: CONTRACTOR shall provide on call coverage. Clinicians must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits Specialist to assist clients in accessing financial benefits and/or entitlements. The specialist shall be knowledgeable of entitlement, such as SSI/SSDI and Cal Fresh, General Relief, and will work with clients to gather records, complete the application process, and secure entitlements.

10. Housing Services: CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership clients. This service category includes a comprehensive needs
assessment, linkage, placement, and ongoing support to sustain an appropriate level of housing.

CONTRACTOR shall prioritize obtaining appropriate housing for individuals immediately upon enrollment, and throughout the recovery process. All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Client. Housing services may include:

- Emergency Housing – Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency housing is part of the “Housing First” model continuum and is required during the initial assessment phase of a Client (pre-enrollment) unless approved in advance by ADMINISTRATOR.

- Motel Housing – For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified Flexible Funds Paragraph of this Exhibit A.

- Bridge Housing – For Clients who will benefit from an intermediate step between shelter and permanent housing. Bridge housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTORS may look into housing options such as master leasing.

- Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP members, and requires residents to have their own unit or bedroom. Permanent housing includes but is not limited to Shelter Plus Care Vouchers, independently paid homes/apartments, and County based housing projects.

- Residential Substance Use Treatment Programs and sober living homes as a housing option shall be available when appropriate to provide the Client with the highest probability of success towards recovery.

11. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical needs of the client. CONTRACTOR shall routinely coordinate care planning and treatment with the primary care physician through obtaining records and consultation. CONTRACTOR shall provide transportation to the Primary Care Provider when indicated.

12. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Client to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Client enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide client input into program development and quality improvement.
13. **Group Services**  
CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life and Skills Building, DBT and MRT groups, and guest Speaker Meetings, etc.

14. **Meaningful Community Roles**  
CONTRACTOR shall assist each client to identify some meaningful role in his/her life that is separate from the mental illness. Clients need to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to the mental illness.

15. **Intensive Case Management Service**  
CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients. Daily contract is often indicated during the initial enrollment and engagement period.

**E. PROGRAM REQUIREMENTS**

1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.

2. **CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.**

3. **CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Client including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.**

4. **CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours).**

5. **CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.**

6. **CONTRACTOR shall have an identified individual who shall:**

   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;

   b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;

   c. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Agreement;

   d. Oversee all aspects of the clinical services of the Recovery program;

   e. Coordinate with in house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;

   f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e.,...
medication monitoring, second opinion and request for change of CONTRACTOR; and
g. Participate in program development and interact with other staff regarding difficult
cases and psychiatric emergencies.
7. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in
accordance with procedures developed by ADMINISTRATOR. 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.
8. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and
practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports,
if available, and if applicable.
9. CONTRACTOR shall review Client charts ensuring compliance with
ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.
10. CONTRACTOR shall ensure compliance with workload standards and productivity.
11. CONTRACTOR shall review and approve all admissions, discharges from the program and
extended stays in the program. Discharge of clients from the program shall be determined by the client’s
movement along the continuum and shall be a coordinated effort between the ADMINISTRATOR and
CONTRACTOR when indicated.
12. CONTRACTOR shall submit corrective action plans upon request.
13. CONTRACTOR shall comply with ADMINISTRATOR P&Ps.
14. CONTRACTOR shall provide a written copy of all assessments completed on Client
referred for admission.
F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.
G. CONTRACTOR shall have active participation in State and regional MHSA forums and
activities.
H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance
Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome
measures.
I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
service provided under the Agreement to individuals who are covered by Medi-Cal and have not
previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
Agreement.
J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:
1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any
aspect of clinical care.
2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual
and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress; compliance with P&P’s, review of statistics and clinical services;

3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.

K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:

1. Admission Criteria and Admission Procedure
2. Assessments and Individual Service Plans
3. Crisis Intervention/Evaluation for Involuntary Holds
4. Handling Non Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring
6. Community Integration/Case Management/Discharge Planning
7. Documentation Standards
8. Quality Management/Performance Outcomes
9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

L. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:

1. Orientation to the program’s goals, P&Ps
2. Training on subjects as required by state regulations
3. Recovery philosophy, Client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance abuse and dependence
6. Motivational interviewing
7. EBPs that support recovery

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated
to this program;

—— 2. Maximize the use of the allocated funds;
—— 3. Ensure timely and accurate reporting of monthly expenditures;
—— 4. Maintain appropriate staffing levels;
—— 5. Request budget and/or staffing modifications to the Agreement;
—— 6. Effectively communicate and monitor the program for its success;
—— 7. Track and report expenditures electronically;
—— 8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and
—— 9. Act quickly to identify and solve problems.

N. 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.

O. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

P. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

Q. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

R. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

S. PERFORMANCE OUTCOMES — CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

—— 1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.
—— 2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Agreement.

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—— 3. CONTRACTOR shall track the number of days Clients are incarcerated and make every
4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Agreement.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Agreement.

6. One (1) through five (5) in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

7. CONTRACTOR shall track the number of Clients at various stages on the MORS.

8. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

T. DATA CERTIFICATION — CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA — Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

2. TRANSFER UTILITY — CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

U. DATA CERTIFICATION POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Agreement. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Agreement, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Agreement.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the
Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:
   a. Review the approved data collection database for accuracy and to ensure that each field is completed;
   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
   c. Review the approved data collection system reports to identify trends, gaps and quality of care;
   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and
   e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.
   f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual client will be entered under the clinical assessment tools. It is expected that the rating for each client will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

V. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours of
any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Agreement.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training and Annual Compliance Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

I. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

J. CONTRACTOR, including each employee that provides services under the Agreement, will obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty (40) hours of work per week.

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<thead>
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<th>FTEs</th>
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--- Personal Service Coordinator 8.00
--- Personal Service Coordinator/LPT 1.00
--- Personal Service Coordinator—AB109 1.00
--- Personal Service Coordinator—Outreach 1.00
--- Personal Service Coordinator—Intake Coordinator 1.00
--- Education/Employment Specialist 1.00
--- Housing Specialist 1.00
--- Peer Recovery Specialist 1.00
--- Nurse Practitioner 0.60
--- Licensed Vocational Nurse/Licensed Psychiatric Technician 1.00
--- Psychiatrist (Subcontractor) 0.50
TOTAL DIRECT PROGRAM FTEs 27.57

L. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of seventeen thousand two-hundred and twenty (17,220) DSH, with a minimum of one thousand one-hundred and forty (1,140) hours of medication support services and sixteen thousand and eighty (16,080) hours of other mental health, case management and/or crisis intervention services as outlined below.

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and sixty-seven (167) Clients throughout the term of the Agreement.

M. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9—Rehabilitative and Developmental Services, Division 1—DHCS.

N. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

O. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

P. CONTRACTOR may augment 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 clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

Q. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

S. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
   a. Each staff member who no longer supports the Agreement;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR; or
   d. Token is malfunctioning;
   e. Termination of this Agreement.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

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VI. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include the following:

a. A description of CONTRACTOR’s progress in implementing the provisions of this Agreement.

b. Report of placement and movement of Clients along the continuum of services using

Staffing Paragraph of this Exhibit A to the Agreement.

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guidelines for monthly report of the number of 5150 participants;

e. Voluntary and involuntary hospitalizations and special incidences;

d. Vocational programs, educational programs, including new job placements, Clients in continuing employment;

e. Reporting of the numbers of Clients based upon their level of function in the MORs Level system,

f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.

g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

E. ADDITIONAL REPORTS—Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

EXHIBIT A-1

31 of 32
TO CONTRACT FOR PROVISION OF
CRIMINAL JUSTICE FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Client are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

   a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

   b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

   c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Client 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. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Client 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

7. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case management, linkage, follow ups for individuals evaluated.

8. 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.

9. Client or Member means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Contract, who experiences chronic mental illness.

10. 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.

11. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

12. CSW means Clinical Social Worker and refers to an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master’s clinical experience in a mental health setting.

13. Data Collection and Reporting (DCR) System means software designed for collection, tracking and reporting outcomes data for Clients enrolled in the FSP Programs.

a. 3 M’s means the Quarterly Assessment Form that is completed for each Client every three months in the approved data collection system.

b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Client’s perspective which will improve understanding of Client needs and desires towards furthering their Recovery. This individual will
provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

14. Diagnosis means the definition of the nature of the Client's disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

15. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

16. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

17. Face-to-Face means an encounter between Client and provider where they are both physically present.

18. 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 Client 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 Client, 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 Client 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) Client 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.

b. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the Client in their current community setting and will develop a supportive relationship with the individual served. Substance use treatment will be integrated into services and provided by the Client’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 Client’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 Client move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 Client with applications to low income housing, housing subsidies, senior housing, etc. This individual is responsible for keeping abreast of the continuum of housing placements as well as Fair Housing laws and guidelines. This individual is responsible for
understanding the procedures involved in housing placement, including but not limited to: the referral process, Coordinated Entry System, Licensed Residential placements, and temporary housing placements.

20. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide Client and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Client’s mental health treatment activities.

21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes an evaluation to determine if the Client meets program criteria and is willing to seek services.

22. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, 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.

23. 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.

24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing employment opportunities for the Client and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

25. Linkage means to assist an individual to connect with a referral.

26. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

27. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the rules of conduct for the program.

28. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

   a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.

   b. Collateral means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of
the Client. The beneficiary may or may not be present for this service activity.

c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated Treatment programs, Client who receive a combined treatment for mental illness and substance abuse disorders from the same practitioner or treatment team.

d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

f. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Client’ functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

g. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

h. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

29. Mental Health Worker means an individual that assists in planning, developing and evaluating mental health services for Client; provides liaison between Client and service providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client related services to Client experiencing mental health, substance use or alcohol disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

30. MFT means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

31. MHS means Mental Health Specialist and refers to an individual who has a Bachelor’s
Degree and four years of experience in a mental health setting and who performs individual and group case management services.

32. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

33. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Client to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

34. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

35. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

36. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

37. Outreach means the Outreach to potential Client to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

38. Peer Recovery Specialist/Counselor means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

39. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Client that qualify for medication benefits.

40. Protected Health Information (PHI) means individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health
care provided to an individual.

41. Plan Coordinator means an MHS, CSW, or MFT that provides mental health, crisis intervention, and case management services to those Clients who seek services in the COUNTY operated outpatient programs.

42. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waivered in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

43. Pre-Licensed Therapist means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

44. Program Director means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

45. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

46. Promotores means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

47. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Client with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

48. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

49. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly...
to review one percent (1%) of all “high-risk” Medi-Cal Client to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

51. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:

   a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;
   b. Home: A stable and safe place to live;
   c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
   d. Community: Relationships and social networks that provide support, friendship, love, and hope.

52. Referral means the act of sending an individual to another person or place for services, help, advice, etc.

53. Substance Use Disorder (SUD) means and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

54. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach. The Supportive Housing PSC will support all MHSA residents living in the assigned housing project, whether or not the tenant is receiving services from the on-site FSP, The Supportive Housing PSC will work with Property Manager, MHSA Housing County monitor, Resident Clinical Service Coordinator, and other support services located on-site. This individual will provide services that support housing sustainability for MHSA tenants and will be active in supporting and implementing a Full Service Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

55. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

56. Token means the security device which allows an individual user to access the COUNTY’s
57. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

58. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Client’ level of need and desired support. The Vocational/Educational Specialist will provide “one on one” vocational counseling and support to Client to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Client and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

59. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A-1 to the Contract and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual Contract, in writing, by ADMINISTRATOR and CONTRACTOR.

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TOTAL REVENUE $3,174,438

TOTAL BUDGET $3,174,438

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 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. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. 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 Client shall not be eligible for retention by CONTRACTOR.

E. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Contract. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Contract, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.

3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.
4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:
   a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;
   b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;
   c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental agreements, general ledgers needs documented in Client’s treatment plan;
   d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Client in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;
   e. Statement indicating that no single Flexible Funds expenditure, in excess of one thousand dollars ($1,000), shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the one thousand dollars ($1,000) limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;
   f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;
   g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, five thousand dollars ($5,000) supply on-hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five dollars ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing:
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   h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and
time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase
of motel rooms shall be tracked and logged upon purchase and disbursement;

i. Statement indicating that Flexible Funds are not to be used for housing for Client that
have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by
ADMINISTRATOR;

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any
Client either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and

k. Identification of procedure to ensure secured storage and documented disbursement of
gift cards and vouchers for Client, including end of year process accounting for gift cards still in staff
possession.

F. 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 Client, 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.

G. 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 generally accepted principles of accounting, and Medicare regulations. The
Client eligibility determination and fee charged to and collected from Client, together with a record of
all billings rendered and revenues received from any source, on behalf of Client treated pursuant to the
Contract, must be reflected in CONTRACTOR’s financial records.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
Paragraph of this Exhibit A-1 to the Contract.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $264,537
per month. All payments are interim payments only, and 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-1 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated 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 invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., 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 invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices will be sent with the Expenditure and Revenue Reports and are due the twentieth (20th) day of each month. Contractor must request in writing any extensions to the due date of the monthly required reports. 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.

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 and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-1 to the Contract.

IV. SERVICES
A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of Criminal Justice Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

11277 Garden Grove Blvd., Suite #100
Garden Grove, CA 92843

1. The facility shall include space to support the services identified within the Contract.

CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY’s regularly scheduled service hours and holidays. In addition, CONTRACTOR shall operate extended hours at least two (2) evenings or days per week and provide weekend services to accommodate Clients’ needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its clients twenty-four (24) hours per day, seven (7) day per week, whichever the situation indicates.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED - Seriously and persistently mentally ill adults, ages eighteen (18) and older years and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:

1. Homelessness or at risk of homelessness;

2. Have a recent history of incarceration and/or experience recidivism in the legal/correction system;

3. Co-occurring substance abuse disorders; or

4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES – CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:

1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Client’s worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated
service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Client’s stages of Recovery to ensure that Client are “fully served.”

4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Client in the FSP while they need services.

5. Welcoming Environments – CONTRACTOR shall convey a sense of welcoming to Client that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing interventions based on Client’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports – CONTRACTOR shall assist Client in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building – CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Client.

10. Use of Strength-Based Approach – CONTRACTOR shall help Client identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders – CONTRACTOR shall integrate substance abuse and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or
integrate mental health and substance abuse interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.

14. Reconnecting with Family – CONTRACTOR shall facilitate the Recovery process and add an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with Client to shift Client’s support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Client’s social network and increasing their opportunities to meet new people as Clients Recovery progresses.

16. Education, Employment and Volunteering – CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System – CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Client have access to needed comprehensive health care. Access to these services is particularly critical since mental health Client often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination of services when FSP Client are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff – CONTRACTOR shall maintain the ability to develop and utilize peers who are knowledgeable about the needs of Clients. CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Client is transformational and not only helps Client give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Client and is not only crucial to the Client as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Client to provide enough support for Client to
develop the confidence to move to lower levels of care or full community integration.

24. Evidence-Based Practices – CONTRACTOR shall focus on using EBPs whenever possible, including, but not limited to, the Assertive Community Treatment model, which embraces a “whatever it takes” approach to remove barriers for individuals to access the support needed to fully integrate into the community.

25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving desired results. These results will be made available to COUNTY and the general public via the MHSA website, quarterly outcome focused management meetings and public forums upon request and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES – CONTRACTOR’s program shall include, but not be limited to, the following services under the provision of FSP services:

1. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons.
   b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client's community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.

3. Dual Diagnosis Services: Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living or outpatient treatment. As appropriate, CONTRACTOR shall collaborate with community support groups to include hosting self-help groups such as Alcoholics Anonymous and Narcotics Anonymous to provide Clients with an avenue for full attachment.
4. Vocational and Educational Services: As part of the continuum of Recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.

   a. Educational Services: Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers’ aides to ease the anxiety of a new Client returning to continue educational goals.

   b. Pre-Vocational Groups: Client may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.

   c. Job Coaching/Developing: An Employment Specialist is to assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. Family and Peer Support Services:

   a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Client in their Recovery.

   b. Supportive Socialization and Meaningful Community Roles. CONTRACTOR shall provide Client-centered services that will support the Clients in their Recovery, self-sufficiency and in development of meaningful life activities and relationships.

6. Transportation Services: These services may include, but not be limited to: provision of bus tickets. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall provide transportation to any treatment or court related appointments deemed necessary for the Client: transportation for emergency psychiatric
evaluation or treatment, and transportation for the provision of any case management services.

CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpools, or other means of transportation whenever possible.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who have not been able to manage their finances independently. These clients include those that have funding but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.

8. On-call Services: CONTRACTOR shall provide on-call coverage. Clinicians must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated. CONTRACTOR shall ensure that all Clients are provided with the on-call phone number and know how to access the on-call services as needed.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits Specialist to assist clients in accessing financial benefits and/or entitlements. The specialist shall be knowledgeable of entitlement, such as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will work with clients to gather records, complete the application process, and secure entitlements.

10. Housing Services: CONTRACTOR shall provide a continuum of housing and housing support to Full Service Partnership clients. This service category includes a comprehensive needs assessment, linkage, placement, and ongoing support to sustain and appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing provider. All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Clients. Housing services may include:

   a. Emergency Housing – Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency housing is part of the “Housing First” model continuum and is required during the initial assessment phase of a Client (pre-enrollment) unless approved in advance by ADMINISTRATOR.

   b. Motel Housing – For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured.
purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified Flexible Funds Paragraph of this Exhibit A-1.

c. Bridge Housing – For Clients who will benefit from an intermediate step between shelter and permanent housing. Bridge housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTORS may look into housing options such as master leasing.
d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP members, and requires residents to have their own unit or bedroom. Permanent housing includes but is not limited to Shelter Plus Care Vouchers, independently paid homes/apartments, and County based housing projects.
e. Residential Substance Use Treatment Programs and sober living homes as a housing option shall be available when appropriate to provide the Client with the highest probability of success towards recovery.

11. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every client with a Nursing Assessment, and linkage to a Primary Care Provider to meet the ongoing medical needs of the client. CONTRACTOR shall routinely coordinate care planning and treatment with the primary care physician through obtaining records and consultation. CONTRACTOR shall provide transportation to the Primary Care Provider when indicated.

12. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Client to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Client enrolled in CONTRACTOR’s FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide client input into program development and quality improvement.

13. Group Services – CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life and Skills Building, DBT and MRT groups, and guest Speaker Meetings, etc.

14. Meaningful Community Roles – CONTRACTOR shall assist each client to identify some meaningful role in his/her life that is separate from the mental illness. Clients need to see themselves in “normal” roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to the mental illness.

15. Intensive Case Management Service – CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients. Daily contract is often indicated during the initial enrollment and engagement period.

16. Rehabilitation Services and Therapy - CONTRACTOR shall provide rehabilitation services to
assist Clients to improve, maintain, or restore their functional skills such as daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education. Rehabilitation and therapy may be provided individually, in a group, or with family members.

17. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care approach in the delivery of behavioral health services.

a. A trauma-informed approach includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations; it involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events; and it involves four key elements:

1) Realizes the widespread impact of trauma and understands potential paths for recovery;
2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
4) Seeks to actively resist re-traumatization.

b. Trauma-informed care which refers to a strengths-based service delivery approach that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and individuals served, and that creates opportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed care model is built on the following core values and principles:

1) Safe, calm and secure environment with supportive care
2) System wide understanding of trauma prevalence, impact, and trauma-informed care
3) Cultural competence
4) Consumer voice, choice and self-advocacy
5) Recovery, client-driven and trauma specific services
6) Healing, hopeful, honest and trusting relationships

c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed culture. This includes focusing on organizational activities that foster the development of a trauma-informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training on evidence-based and emerging trauma-informed best practices; developing competencies specific to trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and preventing and treating secondary trauma.

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E. PROGRAM REQUIREMENTS
1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.
2. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.
3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Client including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.
4. ADMINISTRATOR shall have monthly management meetings with CONTRACTOR who will report on program development, resources, housing, barriers, and budgets.
5. CONTRACTOR shall provide culturally sensitive personal service coordination in English, Spanish, Vietnamese, Farsi, Arabic and Korean. CONTRACTOR shall work with the COUNTY or other interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate engagement and to serve Clients in other Asian languages and ASL is highly desirable.
6. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours).
7. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.
8. CONTRACTOR shall have an identified individual who shall:
   a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;
   b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;
   c. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Contract;
   d. Oversee all aspects of the clinical services of the Recovery program;
   e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;
   f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and
   g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.
9. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.
10. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and
practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports,
if available, and if applicable.

11. CONTRACTOR shall review Client charts ensuring compliance with
ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

12. CONTRACTOR shall ensure compliance with workload standards and productivity.

13. CONTRACTOR shall review and approve all admissions, discharges from the program and
extended stays in the program. Discharge of clients from the program shall be determined by the client’s
movement along the continuum and shall be a coordinated effort between the ADMINISTRATOR and
CONTRACTOR when indicated.

14. CONTRACTOR shall submit corrective action plans upon request.

15. CONTRACTOR shall comply with ADMINISTRATOR Guidelines and P&Ps.

16. CONTRACTOR shall provide a written copy of all assessments completed on Client
referred for admission.

F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

G. CONTRACTOR shall have active participation in State and regional MHSA forums and
activities.

H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance
Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome
measures.

I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
service provided under the Contract to individuals who are covered by Medi-Cal and have not
previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
Contract.

J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any
aspect of clinical care.

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual
and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving
all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory progress,
compliance with P&P’s, review of statistics and clinical services;

3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY
administrative staff.

4. Collaborative meetings to address various aspects of client care including but not limited to:
housing specialist meetings, vocational/educational specialist meetings, data meetings, etc.

K. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide
to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:

1. Admission Criteria and Admission Procedure
2. Assessments and Individual Service Plans
3. Crisis Intervention/Evaluation for Involuntary Holds
4. Handling Non-Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring
6. Community Integration/Case Management/Discharge Planning
7. Documentation Standards
8. Quality Management/Performance Outcomes
9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

L. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:

1. Orientation to the program’s goals, P&Ps
2. Training on subjects as required by state regulations
3. Recovery philosophy, Client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance abuse and dependence
6. Motivational interviewing
7. EBPs that support recovery
8. Outreach and engagement
9. Trauma-informed care
10. Professional boundaries
11. Cultural Competency
12. Critical Time Intervention
13. Housing First
14. Other clinical staff training

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated
to this program:

2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Contract;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

N. 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.

O. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

P. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

Q. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

R. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

S. PERFORMANCE OUTCOMES – CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every
effort to reduce them through services provided in the Contract.

4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Contract.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Contract.

6. CONTRACTOR shall track the number of days Clients are receiving emergency interventions and make every effort to reduce them through services provided in the Contract.

7. CONTRACTOR shall track the number of days Clients are arrested and make every effort to reduce them through services provided in the Contract.

8. CONTRACTOR shall track the number of days Clients are placed in independent living and make every effort to increase them through services provided in the Contract.

9. Listed above in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

10. CONTRACTOR shall track the number of Clients at various stages on the MORS.

11. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

12. CONTRACTOR shall develop, in conjunction with County, additional ongoing performance measures/outcomes or program’s target goals as required.

T. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and report on Client demographics and other statistics including but not limited to:

1. The total number of Clients referred to, and enrolled in Services.

2. The total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.

3. The total number and type of services provided and the length of stay for each Client in the program.

4. The total number of successful Client linkages to recommended services.

5. The total number of Clients placed in temporary housing environments.

6. The total number of groups provided per week and how many Clients attended each group.

7. The total number of activities provided on and off site for the month as well as number of Clients who attended.

U. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML.
formatted files for submission to the State DCR.

1. DATA - Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. The data collection system used must be approved by ADMINISTRATOR in order to meet county reporting needs. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

   a. CONTRACTOR shall track and report Performance Outcome Measure as required by State, COUNTY, and/or MHSA

   b. CONTRACTOR shall collaborate with the Adult Performance Outcome Department (APOD) to complete outcome requests by Administrator for State, COUNTY, and/or MHSA reporting, and to fulfill all data requests as needed by COUNTY’s independent evaluator to conduct their independent evaluation to assess overall program effectiveness for COUNTY and/or DHCS reporting.

   c. CONTRACTOR shall cooperate in data collection as required by ADMINISTRATOR to report on other performance areas including, but not limited to, Client satisfaction, length of stay, and duration of services.

2. TRANSFER UTILITY – CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

   a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office for transfers between FSPs and adhere to COUNTY’s transfer guidelines to ensure compliance with MHSA requirements.

V. DATA CERTIFICATION – POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Contract. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Contract, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Contract.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:
a. Review the approved data collection database for accuracy and to ensure that each field is completed;
b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
c. Review the approved data collection system reports to identify trends, gaps and quality of care;
d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and
e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.
f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual client will be entered under the clinical assessment tools. It is expected that the rating for each client will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

W. CONTRACTOR shall provide the appropriate written Notice of Adverse Benefit Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by State Medi-Cal standards. CONTRACTOR shall review these standards to determine the appropriate timeline for disenrollment of services. The NOABD must provide the adverse benefit determination made by the CONTRACTOR as well as a clear and concise explanation of the reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate NOABD as determined by state standards. Examples include but are not limited to:

a. Termination NOABD: If a beneficiary drops out of treatment, is missing, or admitted to an institution where he or she is ineligible for further services (e.g. long term incarceration or hospitalization).
b. Delivery Systems NOABD: If a beneficiary does not meet medical necessity criteria for specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer referrals to the appropriate services.

X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to address a beneficiary’s expressed dissatisfaction with services. This dissatisfaction, defined as a grievance, may include but is not limited to: quality of care or services provided, aspects of interpersonal relationships, failure to respect the beneficiary’s rights, location of services, access/availability, or anything else related to the provision of services.

Y. CONTRACTOR shall train staff to utilize the COUNTY’s Access Log as the first point of contact for clients attempting to access Specialty Mental Health Services. CONTRACTOR shall complete the Access Log accurately and as required, including information such as Type of Contact,
Outcome of Contact, and instances where Clients are in need of Crisis Services.

Z. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

V. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR. CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY’s ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the Clients to be serviced. This inclusion of COUNTY’s multiple cultures will assist in maximizing access to services. ADMINISTRATOR shall provide, or cause to be provided, education and training to staff to address cultural and linguistic needs of population served.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training, Annual Compliance Training, and Annual Cultural Competency Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices.
P&Ps, documentation standards and any state regulatory requirements.

H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

I. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and updated annual criminal checks through the internet, utilizing Megan’s Law, Orange County Sheriff’s, and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as all the internet checks have been completed and are acceptable.

J. CONTRACTOR shall provide trainings to staff on professional boundaries and include topics such as: appropriate communication and interactions and the use of self-disclosures.

K. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

L. CONTRACTOR, including each employee that provides services under the Contract, will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

M. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours of work per week.

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<thead>
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<th>FTEs</th>
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<td>Personal Service Coordinator – AB109</td>
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N. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Contract, provide a minimum of nineteen thousand six-hundred and twenty (19,620) DSH, with a minimum of one thousand one-hundred and forty (1,140) hours of medication support services and eighteen thousand four-hundred eighty (18,480) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and eighty two (182) Clients throughout the term of the Contract.

O. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1 - DHCS.

P. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

Q. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

R. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of
ADMINISTRATOR,

1. CONTRACTOR shall provide clinical supervision for all registered/waivered employees, interns and volunteers as required by the respective governing licensing board such as the Board of Behavioral Sciences (BBS). Per the BBS, at least one unit of supervision is required for the first 10 hours of psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours of psychotherapy/counseling in a given week; after required hours have been accrued, staff must continue to receive required supervision until a license is issued. Clinical supervision shall be provided by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all registered/waivered employees, interns and volunteers.

2. An intern is an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, LPCC, a LCSW, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

S. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

T. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&P. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

U. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
   a. Each staff member who no longer supports the Contract;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR; or
   d. Token is malfunctioning;
   e. Termination of this Contract.
5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.

VI. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter.
being reported unless otherwise specified. Mental Health Programmatic reports will include the following:

- A description of CONTRACTOR's progress in implementing the provisions of this Contract,

- Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants,

- Voluntary and involuntary hospitalizations and special incidences,

- Vocational programs, educational programs, including new job placements, Clients in continuing employment,

- Reporting of the numbers of Clients based upon their level of function in the MORs Level system,

- Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes,

- CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&P's.

E. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-1 to the Contract.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
CRIMINAL JUSTICE FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2017 THROUGH JUNE 30, 2020

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B. below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended.
with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.

2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.
   a. Breach excludes:
      1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
      2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
      3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
   b. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
      1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
      2) The unauthorized person who used the PHI or to whom the disclosure was made;
      3) Whether the PHI was actually acquired or viewed; and
      4) The extent to which the risk to the PHI has been mitigated.

3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. “DRS” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

//
6. “Health Care Operations” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. “Physical Safeguards” are physical measures, policies, and procedures to protect CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.


10. “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.


15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.
2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E. below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY’s compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY’s obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, agents, subcontractors, and agents of its subcontractors.

14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY’s request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:
a. CONTRACTOR does not promptly enter into negotiations to amend this Business
Associate Contract when requested by COUNTY pursuant to this Subparagraph C.; or

b. CONTRACTOR does not enter into an amendment providing assurances regarding the
safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of
HIPAA, the HITECH Act, and the HIPAA regulations.

17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to
COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
B.2.a. above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish
and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with
45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to
CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
CONTRACTOR shall develop and maintain a written information privacy and security program that
includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
CONTRACTOR’s operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to
comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,
Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its
current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems
containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents
containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
or transmits on behalf of COUNTY. These steps shall include, at a minimum:

   a. Complying with all of the data system security precautions listed under Subparagraph E.,
below;

   b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in
conducting operations on behalf of COUNTY;

   c. Providing a level and scope of security that is at least comparable to the level and scope
of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal
Automated Information Systems, which sets forth guidelines for automated information systems in
Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or
transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same
restrictions and requirements contained in this Subparagraph D. of this Business Associate Contract.
5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E. below and as required by 45 CFR § 164.410.

6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

E. DATA SECURITY REQUIREMENTS

1. Personal Controls
   a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR’s expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.
   b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR’s privacy P&Ps, including termination of employment where appropriate.
   c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person’s written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.
   d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each workforce member’s background check documentation for a period of three (3) years.

2. Technical Security Controls
   a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises” if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s locations.

e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) calendar or business days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) calendar or business days, preferably every sixty (60) calendar or business days. Passwords must be changed if revealed or compromised.
Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)
2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.
n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls
   a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
   b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.
   c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control
   a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty four (24) hours.
   b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls
   a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information.

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Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR’s notification may be oral, but shall be followed by written notification within twenty four (24) hours of the oral notification.

3. CONTRACTOR’s notification shall include, to the extent possible:
a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F. and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR’s initial report of the Breach to COUNTY pursuant to Subparagraph F.2. above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.
9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

   a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

   b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

      1) The Disclosure is required by law; or

      2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

   c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).
behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

I. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY’s notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR’s Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’s Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR’s Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY’s knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:
   a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the violation within thirty (30) business days; or
   b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within thirty (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.
   a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.
   b. CONTRACTOR shall retain no copies of the PHI.
   c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.
EXHIBIT C
TO AGREEMENT FOR PROVISION OF
CRIMINAL JUSTICE FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2017 THROUGH JUNE 30, 2020

I. PERSONAL INFORMATION AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).

3. "CMPPA Agreement" means the CMPPA Agreement between SSA and CHHS.

4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the IEA currently in effect between SSA and DHCS.

6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require
the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

B. TERMS OF AGREEMENT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

2. Responsibilities of CONTRACTOR

   CONTRACTOR agrees:

   a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

   b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Subparagraph c., below. CONTRACTOR will provide COUNTY with its current policies upon request.

   c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

      1) Complying with all of the data system security precautions listed in Subparagraph E. of the Business Associate Contract, Exhibit B to the Agreement; and

      2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

      3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA Agreement between SSA and CHHS and in the Agreement between SSA and DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be
complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR’s agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR’s Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph F. of the Business Associate Contract, Exhibit B to the Agreement.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.
AGREEMENT FOR PROVISION OF
OLDER ADULT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2017 THROUGH JUNE 30, 2020 JULY 1, 2020 THROUGH JUNE 20, 2021

THIS AGREEMENT entered into this 1st day of July 2017 (effective date), is by and between the
COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and COLLEGE
COMMUNITY SERVICES, a California nonprofit corporation (CONTRACTOR). COUNTY and
CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as
“Parties.” This Agreement shall be administered by the County of Orange Health Care Agency
(ADMINISTRATOR).

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Older Adult
Full Service Partnership services described herein to the residents of Orange County; and
WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
conditions hereinafter set forth:
NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
herein, COUNTY and CONTRACTOR do hereby agree as follows:
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</table>
**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2017 through June 30, 2020  
Period One means the period from July 1, 2017 through June 30, 2018  
Period Two means the period from July 1, 2018 through June 30, 2019  
Period Three means the period from July 1, 2019 through June 30, 2020

**Term:** July 1, 2017 through June 30, 2021  
Period One means the period from July 1, 2017 through June 30, 2018  
Period Two means the period from July 1, 2018 through June 30, 2019  
Period Three means the period from July 1, 2019 through June 30, 2020  
Period Four means the period from July 1, 2020 through June 30, 2021

**Maximum Obligation:**

<table>
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<th>Period</th>
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<tbody>
<tr>
<td>Period One</td>
<td>$2,885,214</td>
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<tr>
<td>Period Two</td>
<td>$2,885,214</td>
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<td>Period Three</td>
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<td>Period Four</td>
<td>$3,462,257</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$12,117,899</strong></td>
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**Basis for Reimbursement:**  
Actual Cost

**Payment Method:**  
Monthly In Arrears

**CONTRACTOR DUNS Number:**

**CONTRACTOR TAX ID Number:**

**Notices to COUNTY and CONTRACTOR:**

**COUNTY:** County of Orange  
Health Care Agency  
Contract Services  
405 West 5th Street, Suite 600  
Santa Ana, CA 92701-4637
CONTRACTOR: College Community Services
4281 Katella Ave., Suite 201
Los Alamitos, CA 90720
Contact Name: Gail Laporte, California State Director
Contact Email: Gail.Laporte@pathways.com
I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A. ADL Activities of Daily Living
B. AES Advanced Encryption Standard
C. AMHS Adult Mental Health Services
D. AA Alcoholics Anonymous
E. ARRA American Recovery and Reinvestment Act
F. ASRS Alcohol and Drug Programs Reporting System
G. BBS Board of Behavioral Sciences
H. BCP Business Continuity Plan
I. BHS Behavioral Health Services
J. CAT Centralized Assessment Team
K. CCC California Civil Code
L. CCR California Code of Regulations
M. CD/DVD Compact Disc/Digital Video or Versatile Disc
N. CFR Code of Federal Regulations
O. CHHS California Health and Human Services Agency
P. CHPP COUNTY HIPAA Policies and Procedures
Q. CHS Correctional Health Services
R. CIPA California Information Practices Act
S. CMPPA Computer Matching and Privacy Protection Act
T. CSW Clinical Social Worker
U. DCR Data Collection and Reporting
V. DD Dual Disorders
W. DHCS Department of Health Care Services
X. D/MC Drug/Medi-Cal
Y. DoD US Department of Defense
Z. DPFS Drug Program Fiscal Systems
AA. DRP Disaster Recovery Plan
AB. DRS Designated Record Set
AC. DSH Direct Service Hours
AD. DSM Diagnostic and Statistical Manual of Mental Disorders
AE. EBP Evidence-Based Practice
AF. E-Mail Electronic Mail
AG. EHR Electronic Health Record
AH. FIPS Federal Information Processing Standards
<table>
<thead>
<tr>
<th>AI</th>
<th>FSP</th>
<th>Full Service Partnership</th>
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<tbody>
<tr>
<td>AJ</td>
<td>FTE</td>
<td>Full Time Equivalent</td>
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<tr>
<td>AK</td>
<td>HHS</td>
<td>Health and Human Services</td>
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<td>AL</td>
<td>HIPAA</td>
<td>Health Insurance Portability and Accountability Act</td>
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<td>AM</td>
<td>HSC</td>
<td>California Health and Safety Code</td>
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<td>AN</td>
<td>ID</td>
<td>Identification</td>
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<tr>
<td>AO</td>
<td>IEA</td>
<td>Information Exchange Agreement</td>
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<tr>
<td>AP</td>
<td>IMD</td>
<td>Institution for Mental Disease</td>
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<tr>
<td>AQ</td>
<td>IRIS</td>
<td>Integrated Records Information System</td>
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<td>AR</td>
<td>KET</td>
<td>Key Events Tracking</td>
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<tr>
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<td>LPS</td>
<td>Lanterman-Petris Short</td>
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<tr>
<td>AT</td>
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<td>Licensed Psychiatric Technician</td>
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<tr>
<td>AU</td>
<td>MFT</td>
<td>Marriage and Family Therapist</td>
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<td>AV</td>
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<td>AW</td>
<td>MHRC</td>
<td>Mental Health Rehabilitation Centers</td>
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<td>AX</td>
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<td>AY</td>
<td>MHSA</td>
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<td>MIHS</td>
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<td>BA</td>
<td>MORS</td>
<td>Milestones of Recovery Scale</td>
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<td>BB</td>
<td>NA</td>
<td>Narcotics Anonymous</td>
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<tr>
<td>BC</td>
<td>NIST</td>
<td>National Institute of Standards and Technology</td>
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<td>BD</td>
<td>NOA-A</td>
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<tr>
<td>BH</td>
<td>OCJS</td>
<td>Orange County Jail System</td>
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<td>OCPD</td>
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<td>BJ</td>
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<td>Office of Inspector General</td>
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<tr>
<td>BM</td>
<td>OMB</td>
<td>Office of Management and Budget</td>
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<tr>
<td>BN</td>
<td>OPM</td>
<td>Federal Office of Personnel Management</td>
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<td>P&amp;P</td>
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<tr>
<td>BP</td>
<td>PADSS</td>
<td>Payment Application Data Security Standard</td>
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<td>BR</td>
<td>PAF</td>
<td>Partnership Assessment Form</td>
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<tr>
<td>BS</td>
<td>PC</td>
<td>Pharmaceutical Benefits Management</td>
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II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.
IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR’s Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR’s Compliance Program, Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required elements by ADMINISTRATOR’s Compliance Officer as described in this Paragraph IV (COMPLIANCE). These elements include:
   a. Designation of a Compliance Officer and/or compliance staff.
   b. Written standards, policies and/or procedures.
   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 acknowledge to 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 Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures review 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 Agreement. 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 Agreement 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 Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. 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 and/or any other list or system as identified by the ADMINISTRATOR.

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 Paragraph IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR’s own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

2. An Ineligible Person shall be any individual or entity who:
   a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion, or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.
2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.
4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR’s right to terminate this Agreement on the basis of such default.

V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients of the Orange County Mental Health services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6, relating to confidentiality of medical information.

3. In the event of a collaborative service agreement between Mental Health services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.
VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VII. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

1. If CONTRACTOR fails to submit an accurate and complete an individual and/or consolidated Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

   a. CONTRACTOR may be assessed a late penalty of five hundred dollars ($500) for each business day after the above specified due date that the accurate and complete an individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual and/or consolidated Cost Report due COUNTY by CONTRACTOR.

   b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete an individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.
2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the individual and/or consolidated Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete an individual and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement shall be immediately reimbursed to COUNTY.

B. The individual and/or consolidated Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY’s Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to CONTRACTOR.

E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the Cost Report the services rendered with such revenues.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _________ for the cost report period beginning _________ and ending _________ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and
allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

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 Agreement 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 Agreement 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.

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IX DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract, including the delivery of goods and/or provision of services. CONTRACTOR’s failure to proceed diligently shall be considered a material breach of this Contract.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR’s demand, it shall be deemed a final decision adverse to CONTRACTOR’s contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

X. 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. Any attempted assignment or delegation in derogation of this paragraph shall be void.
B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

    1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

    2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

    3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

    4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

    5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.

C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.

    1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days’ written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

    2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

**XI. EMPLOYEE ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

**XII. EQUIPMENT**

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively Permanent” is defined as having a useful life of one year or longer. Equipment which costs $5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than $600 but may contain PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to
Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Agreement is followed without interruption by another agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIII. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XIV. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special...
districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of $50,000 ($5,000 for automobile liability) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR’s, its agents, employee’s or subcontractor’s performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR’s SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall constitute a breach of CONTRACTOR’s obligation hereunder and grounds for COUNTY to terminate this Agreement.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California 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.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers' Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>$1,000,000 per claims made</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Sexual Misconduct Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>
H. 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.

I. 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, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.
   b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:
   a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
   b. A primary and non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

K. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate this Agreement.

M. If CONTRACTOR’s Professional Liability and/or Network Security & Privacy Liability are “Claims Made” policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.
N. The Commercial General Liability policy shall contain a “severability of interests” clause also
known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
decline in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
protect COUNTY.

P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this
Agreement by COUNTY.

Q. The procuring of such required policy or policies of insurance shall not be construed to limit
CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of
this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

R. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
   a. Prior to the start date of this Agreement.
   b. No later than the expiration date for each policy.
   c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
      changes to any of the insurance types as set forth in Subparagraph G, above.

2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
   the Referenced Contract Provisions of this Agreement.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
   provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have
   sole discretion to impose one or both of the following:
   a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
      pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
      required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
      submitted to ADMINISTRATOR.
   b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late
      COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
      CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
      provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
   c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
      CONTRACTOR’s monthly invoice.
4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

**XV. INSPECTIONS AND AUDITS**

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.
E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR’s operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

XVI. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:

   a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;

   b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

   c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

   d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.
C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
2. WIC, Division 5, Community Mental Health Services.
3. WIC, Division 6, Admissions and Judicial Commitments.
4. WIC, Division 7, Mental Institutions.
5. HSC, §§1250 et seq., Health Facilities.
7. CCR, Title 9, Rehabilitative and Developmental Services.
8. CCR, Title 17, Public Health.
9. CCR, Title 22, Social Security.
10. CFR, Title 42, Public Health.
11. CFR, Title 45, Public Welfare.
12. USC Title 42. Public Health and Welfare.
13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

D. CONTRACTOR shall at all times be capable and authorized by the State of California to provide treatment and bill for services provided to Medi-Cal eligible clients while working under the terms of this Agreement.

E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or waivers to provide Medi-Cal billable treatment services at school or other sites requested by ADMINISTRATOR.

XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by
ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XVIII. MAXIMUM OBLIGATION

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Agreement.

XIX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.
C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XX. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this
Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a client or potential client any service, benefit, or accommodation.
2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or COUNTY’s Patient Rights Office.

1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

   a. COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

   b. Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be informed of their right to access the Patients’ Rights Office at any time.
2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

XXI. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by Email; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.
D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXII. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION
   a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.
   b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.

C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve clients or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.
XXIV. PATIENT’S RIGHTS

A. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance process approved by ADMINISTRATOR, to which the beneficiary shall have access.

1. CONTRACTOR's grievance process shall incorporate COUNTY's grievance, patients' rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.

2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with the County Patients’ Rights Office. The Patients’ Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve ADMINISTRATOR’S Director of Behavioral Health Care and the State Patients’ Rights Office.

C. The Parties agree that Clients have recourse to initiate an expression of dissatisfaction to CONTRACTOR, appeal to the County Patients’ Rights Office, file a grievance, and file a Title IX complaint. The Patients’ Advocate shall advise and assist the Client, investigate the cause of the grievance, and attempt to resolve the matter.

D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

XXV. PAYMENT CARD COMPLIANCE

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.

XXVI. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.
B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.
J. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years following discharge of the client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

L. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

M. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, prepare, maintain and manage records appropriate to the services provided and in accordance with this Contract and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Contract and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.
D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

   1. The medical records and billing records about individuals maintained by or for a covered health care provider;
   2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
   3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Contract and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

   1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
   2. Provide auditor or other authorized individuals access to documents via a computer terminal.
   3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.
K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.”

XXVII. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication.

XXVIII. REVENUE

A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided. No client shall be denied services because of an inability to pay.

B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Agreement may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Agreement.

XXIX. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.
XXX. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
   1. Making cash payments to intended recipients of services through this Agreement.
   2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
   3. Fundraising.
   4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, or members of the Board of Directors or governing body.
   5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body for expenses or services.
   6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
   7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
   8. Severance pay for separating employees.
   9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
   10. Supplanting current funding for existing services.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
   1. Funding travel or training (excluding mileage or parking).
   2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
   3. Payment for grant writing, consultants, certified public accounting, or legal services.
   4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
   5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
   6. Providing inpatient hospital services or purchasing major medical equipment.
   7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

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XXXI. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner to be COUNTY’s employees.

XXXII. TERM

A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement; provided, however, 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 Agreement on a weekend or holiday may be performed on the next regular business day.

XXXIII. TERMINATION

A. Either Party may terminate this Agreement, without cause, upon thirty (30) calendar days’ written notice given the other Party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days’ written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. COUNTY may terminate this Agreement 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.

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4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.

5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.

6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.

7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
   a. The continued availability of federal, state and county funds for reimbursement of COUNTY’s expenditures, and
   b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days’ written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

   1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

   2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

   3. Until the date of termination, continue to provide the same level of service required by this Agreement.

   4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

   5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client’s best interests.
6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

9. Provide written notice of termination of services to each client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar days period.

G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXXIV. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services pursuant to this Agreement.

XXXV. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.
IN WITNESS WHEREOF, the Parties have executed this Agreement, in the County of Orange, State of California.

COLLEGE COMMUNITY SERVICES

BY: ________________________________ DATED: __________________________

TITLE: ______________________________

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 HCA.
EXHIBIT A

TO AGREEMENT FOR PROVISION OF
OLDER ADULT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2017 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

   a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

   b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

   c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in...
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. Plan Coordinator means an MHS, CSW, or MFT that provides mental health, crisis intervention, and case management services to those Clients 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 Clients 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 Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

8. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case management, linkage, follow-ups 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 Member means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Agreement, who experiences chronic 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. CSW means Clinical Social Worker and refers to an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

13. Data Collection System means software designed for collection, tracking and reporting outcomes data for Clients enrolled in the FSP Programs.

a. 3 M's means the Quarterly Assessment Form that is completed for each Client every three months in the approved data collection system.

b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Clients’ perspective which will improve understanding of Clients’ needs and desires towards furthering their Recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education
specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

14. **Data Certification** means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

15. **KET** means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

16. **PAF** means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

17. **Diagnosis** means the definition of the nature of the Client's disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

18. **DSH** means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

19. **Engagement** means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

20. **Face-to-Face** means an encounter between Client and provider where they are both physically present.

21. **FSP**

22. **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 Clients 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 Client, 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 Client 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) Client 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.

b. Client services are focused on Recovery and harm reduction to encourage the highest level of client empowerment and independence achievable. PSC’s will meet with the client 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 client’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 client’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 clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 clients with applications to low income housing, housing subsidies, senior housing, etc.

20. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment of medical, financial, and other needs.
of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Client’s mental health treatment activities.

21. **Intake** means the initial meeting between a Client and CONTRACTOR’s staff and includes an evaluation to determine if the Client meets program criteria and is willing to seek services.

22. **Intern** means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, 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.

23. **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.

24. **Job Coach/Developer** means a specialized position dedicated to cultivating and nurturing employment opportunities for the Clients and matching the job to the Client’s strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

25. **Medical Necessity** means the requirements as defined in the COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

26. **Member Advisory Board** means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the rules of conduct for the program.

27. **Mental Health Services** means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

   a. **Assessment** means a service activity, which may include a clinical analysis of the history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.

   b. **Collateral** means a significant support person in a beneficiary’s life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.

   c. **Co-Occurring Integrated Treatment Model** means, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance abuse disorders from the same practitioner or treatment team.

#
d. **Crisis Intervention** means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

e. **Medication Support Services** means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

f. **Rehabilitation Service** means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

g. **Targeted Case Management** means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

h. **Therapy** means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

28. **Mental Health Worker** means an individual that assists in planning, developing and evaluating mental health services for Clients; provides liaison between Clients and service providers; and has obtained a Bachelor’s degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client-related services to Clients experiencing mental health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

29. **MFT** means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

30. **MHS** means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management studies.

31. **MHSA** means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”
32. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

33. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

34. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA-covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

35. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

36. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

37. Peer Recovery Specialist/Counselor means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

38. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

39. PHI means individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

40. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waiver if required in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.
41. Pre-Licensed Therapist means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

42. Program Director means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

43. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

44. Promotores means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

45. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

46. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

47. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

48. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

49. Recovery means a process of change through which individuals improve their health and wellness, live a self directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:

##

Attachment R

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1. a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;

2. b. Home: A stable and safe place to live;

3. c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and

4. d. Community: Relationships and social networks that provide support, friendship, love, and hope.

50. Referral means providing the effective linkage of a Client to another service, when indicated; with follow up to be provided within five (5) working days to assure that the Client has made contact with the referred service.

51. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach.

52. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

53. Token means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

54. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

55. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one on one” vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

56. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.
— B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

**II. BUDGET**

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

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**REVENUE**

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**TOTAL BUDGET**

$2,885,214  $2,885,214  $2,885,214  $8,655,642

— B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A to the Agreement includes Indirect Costs not to exceed fifteen
percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%).

Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

C. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Agreement, 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.

E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of approximately sixteen percent (16%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.

F. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.

3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:

   a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds is:


#
Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental agreements, general ledgers needs documented in Client’s MTP;

d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

e. Statement indicating that no single Flexible Funds expenditure, in excess of one thousand dollars ($1,000), shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the one thousand dollars ($1,000) limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;

g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, five thousand dollars ($5,000) supply on-hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five dollars ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase of motel rooms shall be tracked and logged upon purchase and disbursement;

i. Statement indicating that Flexible Funds are not to be used for housing for Clients that have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by ADMINISTRATOR;

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and

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k. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

G. 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 Clients, 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.

H. 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 generally accepted principles of accounting, 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 Agreement, must be reflected in CONTRACTOR’s financial records.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $240,435 per month for Period One, Period Two, and Period Three. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement 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 Agreement; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully-paid.

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1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. 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 invoice 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) 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.

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 Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of Older Adults Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR.
1. The facility shall include space to support the services identified within the Agreement.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY’s regularly scheduled service hours and holidays. In addition, the FSP will be required to operate extended hours at least two (2) evenings or days per week and provide weekend activities to accommodate Client needs. Any change or deviation from this schedule must have prior approval from COUNTY.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI – The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED - Seriously and persistently mentally ill older adults, ages sixty (60) years and older and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:

1. Homelessness or at risk of homelessness;
2. At risk of institutionalization or hospitalization;
3. Co-occurring substance abuse disorders; or
4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES – CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:

1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Clients’ worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients’ identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients’ stages of Recovery to ensure that Clients are “fully served.”
4. Outreach and Engagement — CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need services.

5. Welcoming Environments — CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change — CONTRACTOR shall effect change by first focusing interventions based on Clients’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery — CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports — CONTRACTOR shall assist Clients in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building — CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach — CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self-Management — CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders — CONTRACTOR shall integrate substance abuse and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual-Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance abuse interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy — CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.
14. Reconnecting with Family — CONTRACTOR shall facilitate the Recovery process and add an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration — CONTRACTOR shall work with Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and increasing their opportunities to meet new people as Clients’ Recovery progresses.

16. Education, Employment and Volunteering — CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System — CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care — CONTRACTOR shall ensure all FSP Clients have access to needed comprehensive health care. Access to these services is particularly critical since mental health Clients often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration — CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure — CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff — CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Clients is transformational and not only helps Clients give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options — CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to develop the confidence to move to lower levels of care or full community integration.

24. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving desired results. These results will be made available to COUNTY and the general public via the MHSA website, quarterly outcome-focused management meetings and public forums upon request and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

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D. PROGRAM SERVICES – CONTRACTOR’s program shall include, but not be limited to, the following services under the provision of FSP services:

1. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons.
   b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client’s community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.

3. Dual Diagnosis Services: Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis services integrate assistance for each condition, helping people recover from both in one setting at the same time.

4. Vocational and Educational Services: As part of the continuum of Recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.
   a. Educational Services: Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers’ aides to ease the anxiety of a new Client returning to continue educational goals.
   b. Pre-Vocational Groups: Clients may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the
community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.

c. Job Coaching/Developing: A Job Coach/Developer is to assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. Family and Peer Support Services:

a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client’s natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Clients in their Recovery.

b. Supportive Socialization and Meaningful Community roles. Provide Client directed services that will assist Clients in their Recovery, self-sufficiency and in seeking meaningful life activities and relationships.

6. Transportation Services: These services may include, but not be limited to: provision of bus tickets; transportation to appointments deemed necessary for the Client care; or transportation for emergency psychiatric evaluation or treatment.

7. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who cannot manage their finances.

8. On-call Services: Clinicians must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients.

9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall designate an individual to access financial benefits and/or entitlements, or other needed community services for eligible individuals.

10. Housing Services: This service category includes linkage and placement services, which involve the assessment, determination of need and securing of adequate and appropriate living arrangements through a variety of supportive housing services in a safe secure environment that is appropriate for the Client population. Strategies may vary and options such as transitional or respite housing may be indicated in the initial stages, whereas permanent supportive housing or independent housing is the long-term goal. Temporary housing, such as a motel or other temporary shelter, is not required during the initial assessment phase of a Client (pre-enrollment) and utilization of this type of housing during the assessment phase should be on a case-by-case basis. If it is determined that temporary housing is needed, CONTRACTOR should use their best judgment to meet the Client’s needs. CONTRACTOR shall notify ADMINISTRATOR the next business day of such occurrences. All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA.
Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs. CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Clients. Housing services may include:

a. Emergency Housing — Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency housing is not required during the initial assessment phase of a Client (pre-enrollment) unless approved in advance by ADMINISTRATOR.

b. Motel Housing — For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Motel housing is not required during the initial assessment phase of a Client (pre-enrollment) unless approved in advance by ADMINISTRATOR. Pre purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Responsibilities Paragraph of this Exhibit A.

c. Transitional Housing — For individuals who will benefit from an intermediate step between shelter and permanent housing. Transitional housing is generally time-limited, up to eighteen (18) months, and provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTORS may look into housing options such as master leasing.

d. Permanent Housing — Allows residents to have their own unit or bedroom. Residential Treatment Program and sober living as a housing option must be available for consideration when appropriate to provide the member with the highest probability of success towards Recovery.

11. Peer-Run Center — CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Men’s and Women’s Groups, Relapse Prevention, Dual Recovery, AA/NA, Life and Skills Building, Speaker Meetings, etc.

12. Meaningful Community Roles — CONTRACTOR shall assist each member to find some meaningful role in his/her life that is separate from the mental illness. The person needs to see himself or herself in “normal” roles such as employee, son, mother and neighbor. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to the mental illness.

13. Intensive Case Management Service — CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients.

E. PROGRAM REQUIREMENTS
1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.
2. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.
3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family Clients and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.
4. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours).
5. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.
6. CONTRACTOR shall have ongoing evaluation of practices and outcomes to ensure that all MHSA FSP philosophies are successfully implemented and achieving desired results. Services shall focus on EBPs whenever possible.

F. CONTRACTOR shall have an identified individual who shall:
   1. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;
   2. Provide clinic direction and training to PSCs on encounter documents and treatment plans;
   3. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Agreement;
   4. Oversee all aspects of the clinical services of the Recovery program;
   5. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;
   6. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and
   7. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.
   8. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.
   9. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.
10. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

11. CONTRACTOR shall ensure compliance with workload standards and productivity.

12. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program.

13. CONTRACTOR shall submit corrective action plans upon request.

14. CONTRACTOR shall comply with ADMINISTRATOR P&Ps.

15. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred for admission.

G. CONTRACTOR shall monitor to ensure compliance with workload standards and productivity.

H. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

I. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.

J. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

K. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Agreement to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Agreement.

L. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P’s, review of statistics and clinical services;

3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.

M. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:

1. Admission Criteria and Admission Procedure

2. Assessments and Individual Service Plans

3. Crisis Intervention/Evaluation for Involuntary Holds
— 4. Handling Non-Compliant Clients/Unplanned Discharges
— 5. Medication Management and Medication Monitoring
— 6. Community Integration/Case Management/Discharge Planning
— 7. Documentation Standards
— 8. Quality Management/Performance Outcomes
— 9. Personnel/In-service Training
— 10. Unusual Occurrence Reporting
— 11. Code of Conduct/Compliance/HIPAA standards and Compliance
— 12. Mandated Reporting

— N. CONTRACTOR shall provide initial and ongoing training and staff development that includes
but is not limited to the following:

— 1. Orientation to the program’s goals, P&Ps
— 2. Training on subjects as required by state regulations
— 3. Recovery philosophy, Client empowerment and strength-based services
— 4. Crisis intervention and de-escalation
— 5. Co-occurring mental illness and substance abuse and dependence
— 6. Motivational interviewing
— 7. EBPs that support recovery

— O. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
recording, and reporting portion of the agreement with the COUNTY, including but not limited to the
following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure
that any subcontractor(s) possesses the qualifications and capacity to perform all delegated
responsibilities.

— 1. Designate the responsible position(s) in your organization for managing the funds allocated
to this program;
— 2. Maximize the use of the allocated funds;
— 3. Ensure timely and accurate reporting of monthly expenditures;
— 4. Maintain appropriate staffing levels;
— 5. Request budget and/or staffing modifications to the Agreement;
— 6. Effectively communicate and monitor the program for its success;
— 7. Track and report expenditures electronically;
— 8. Maintain electronic and telephone communication between key staff and
ADMINISTRATOR; and
— 9. Act quickly to identify and solve problems.

— P. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if
available, and if applicable.
Q. 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.

R. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

S. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

T. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

U. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

V. PERFORMANCE OUTCOMES—CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Agreement.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Agreement.

4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Agreement.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Agreement.

6. One (1) through five (5) in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

7. CONTRACTOR shall track the number of Clients at various stages on the MORS.

8. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.
W. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA – Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

2. TRANSFER UTILITY – CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

X. DATA CERTIFICATION – POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Agreement. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Agreement, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Agreement.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:

a. Review the approved data collection database for accuracy and to ensure that each field is completed;

b. Develop processes to ensure that all required data forms are completed and updated when appropriate;

c. Review the approved data collection system reports to identify trends, gaps and quality of care;

d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and

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e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.

f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

Y. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

V. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically-challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Agreement.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training and Annual Compliance Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.
H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

I. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

J. CONTRACTOR, including each employee that provides services under the Agreement, will obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty (40) hours of work per week.

<table>
<thead>
<tr>
<th>DIRECT PROGRAM</th>
<th>FTEs</th>
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<tbody>
<tr>
<td>Regional Director</td>
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<td>Program Director</td>
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<td>Clinical Manager</td>
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<td>RN</td>
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<td>Pharmacist</td>
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<tr>
<td>Geriatric Psychiatrist (Subcontractor)</td>
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<tr>
<td>TOTAL DIRECT PROGRAM FTEs</td>
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</tr>
</tbody>
</table>
L. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of seventeen thousand three-hundred and seventy (17,370) DSH, with a minimum of one thousand one-hundred and ten (1,110) hours of medication support services and sixteen thousand two hundred and sixty (16,260) hours of other mental health, case management and/or crisis intervention services as outlined below.

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and fifty (150) Clients throughout the term of the Agreement.

M. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1 - DHCS.

N. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

O. A limited number of clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

P. CONTRACTOR may augment 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 clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

Q. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for
employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

R. TOKENS — ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:

   a. Each staff member who no longer supports the Agreement;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR;
   d. Token is malfunctioning;
   e. Termination of this Agreement.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

S. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.

VI. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.
2. CONTRACTOR shall submit monthly Year End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include the following:

   a. A description of CONTRACTOR's progress in implementing the provisions of this Agreement;

   b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants;

   c. Voluntary and involuntary hospitalizations and special incidences;

   d. Vocational programs, educational programs, including new job placements, Clients in continuing employment;

   e. Reporting of the numbers of Clients based upon their level of function in the MORs Level system;

   f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.

   g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious
destruction of property, developments, etc., and which may raise liability issues with COUNTY.

CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

E. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.
EXHIBIT A-1

TO CONTRACT FOR PROVISION OF
OLDER ADULT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. **Active and Ongoing Case Load** means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Clients are receiving services at a level and frequency and duration that is consistent with each Client’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 Client applications and appeals for State and Federal benefits.

5. **Best Practices** means a term that is often used interchangeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.
   
   a. **EBP** means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved Client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

   b. **Promising Practices** means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

   c. **Emerging Practices** means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in
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. **Plan Coordinator** means an MHS, CSW, or MFT that provides mental health, crisis
intervention, and case management services to those Clients 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 Clients 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 Client in the assessment, determination of need and securing of adequate and
appropriate living arrangements.

8. **CAT** means Crisis Assessment Team and provides 24 hour mobile response services to any
adult who has a psychiatric emergency. This program assists law enforcement, social service agencies,
and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary
program that conducts risk assessments, initiates involuntary hospitalizations, and provides case
management, linkage, follow ups 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 Member** means an individual, referred by COUNTY or enrolled in
CONTRACTOR’s program for services under the Contract, who experiences chronic 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. **CSW** means Clinical Social Worker and refers to an individual who meets the minimum
professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of
post-master's clinical experience in a mental health setting.

13. **Data Collection System** means software designed for collection, tracking and reporting
outcomes data for Clients enrolled in the FSP Programs.

   a. **3 M’s** means the Quarterly Assessment Form that is completed for each Client every
three months in the approved data collection system.

   b. **Data Mining and Analysis Specialist** means a person who is responsible for ensuring
the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as
working on strategies for gathering new data from the Clients’ perspective which will improve
understanding of Clients’ needs and desires towards furthering their Recovery. This individual will
provide feedback to the program and work collaboratively with the employment specialist, education

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**EXHIBIT A**

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HCA ASR 19-001387

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specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

c. **Data Certification** means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. **KET** means Key Event Tracking and refers to the tracking of a Client’s movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

e. **PAF** means Partnership Assessment Form and refers to the baseline assessment for each Client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

14. **Diagnosis** means the definition of the nature of the Client's disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

15. **DSH** means Direct Service Hours and refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable services.

16. **Engagement** means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s) is the objective of a successful Outreach.

17. **Face-to-Face** means an encounter between Client and provider where they are both physically present.

18. **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 Clients 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 Client, 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 Client 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:

34 of 31
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) Client 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.

b. Client services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSC’s will meet with the Client 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 Client’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 Client’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 Clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the “intensive case management need” category.

19. 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 Clients with applications to low income housing, housing subsidies, senior housing, etc.

20. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment...
of their mental illness and their overall quality of life. Flexible Funds are generally categorized as
housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are
individualized and appropriate to support Client’s mental health treatment activities.

21. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes
an evaluation to determine if the Client meets program criteria and is willing to seek services.

22. Intern means an individual enrolled in an accredited graduate program accumulating
clinically supervised work experience hours as part of field work, 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.

23. 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.

24. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing
employment opportunities for the Clients and matching the job to the Client’s strengths, abilities,
desires, and goals. This position will also integrate knowledge about career development and job
preparation to ensure successful job retention and satisfaction of both employer and employee.

25. Medical Necessity means the requirements as defined in the COUNTY MHP Medical
Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Intervention
Criteria and Intervention Related Criteria.

26. Member Advisory Board means a member-driven board which shall direct the activities,
provide recommendations for ongoing program development, and create the rules of conduct for the
program.

27. Mental Health Services means interventions designed to provide the maximum reduction of
mental disability and restoration or maintenance of functioning consistent with the requirements for
learning, development and enhanced self-sufficiency. Services shall include:

a. Assessment means a service activity, which may include a clinical analysis of the
history and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural
issues and history, Diagnosis and the use of testing procedures.

b. Collateral means a significant support person in a beneficiary’s life and is used to
define services provided to them with the intent of improving or maintaining the mental health status of
the Client. The beneficiary may or may not be present for this service activity.

c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated
Treatment programs, Clients who receive a combined treatment for mental illness and substance abuse
disorders from the same practitioner or treatment team.

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d. **Crisis Intervention** means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

e. **Medication Support Services** means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

f. **Rehabilitation Service** means an activity which includes assistance in improving, maintaining, or restoring a Client’s or group of Clients’ functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

g. **Targeted Case Management** means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary’s progress; and plan development.

h. **Therapy** means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

28. **Mental Health Worker** means an individual that assists in planning, developing and evaluating mental health services for Clients; provides liaison between Clients and service providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social work, or has two years of experience providing client related services to Clients experiencing mental health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

29. **MFT** means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

30. **MHS** means Mental Health Specialist and refers to an individual who has a Bachelor’s Degree and four years of experience in a mental health setting and who performs individual and group case management studies.

31. **MHSA** means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as “Proposition 63.”
32. **MORS** means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

33. **NOABD** means Notice of Adverse Beneficiary Determination and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOABD to all individuals requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty Mental Health Services.

34. **NPI** means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

35. **NPP** means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

36. **Outreach** means the Outreach to potential Clients to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Client referral sources for the programs they offer.

37. **Peer Recovery Specialist/Counselor** means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid for this function by the program. A Peer Recovery Specialist/Counselor’s practice is informed by his/her own experience.

38. **Pharmacy Benefits Manager** means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

39. **PHI** means individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

40. **Pre-Licensed Psychologist** means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waivered in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.
41. **Pre-Licensed Therapist** means an individual who has obtained a Master’s Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

42. **Program Director** means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

43. **Promotora de Salud Model** means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

44. **Promotores** means individuals who are members of the community who function as natural helpers to address some of their communities’ unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community’s needs.

45. **PSC** means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and Recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program’s philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

46. **Psychiatrist** means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

47. **Psychologist** means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

48. **QIC** means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

49. **Recovery** means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:
a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and emotionally healthy way;

b. Home: A stable and safe place to live;

c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and

d. Community: Relationships and social networks that provide support, friendship, love, and hope.

50. **Referral** means providing the effective linkage of a Client to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Client has made contact with the referred service.

51. **Supportive Housing PSC** means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach.

52. **Supervisory Review** means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of Diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

53. **Token** means the security device which allows an individual user to access the COUNTY’s computer based IRIS.

54. **UMDAP** means the Uniform Method of Determining Ability to Pay and refers to the method used for determining the annual Client liability for Mental Health Services received from the COUNTY mental health system and is set by the State of California.

55. **Vocational/Educational Specialist** means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one on one” vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

56. **WRAP** means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.
B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A-1 to the Contract and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

<table>
<thead>
<tr>
<th>Category</th>
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<tr>
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<tr>
<td>TOTAL BUDGET</td>
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</tbody>
</table>

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 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. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

D. 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.

E. The parties agree that the above budget reflects an average Medi-Cal Client caseload of approximately sixteen percent (16%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.

F. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Contract. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Contract, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client’s mental illness and overall quality of life.

3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR’s monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:

   a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to Client’s needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;
b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client’s lease/rental agreements, general ledgers needs documented in Client’s MTP;

d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client’s situation. PSCs will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

e. Statement indicating that no single Flexible Funds expenditure, in excess of one thousand dollars ($1,000), shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the one thousand dollars ($1,000) limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

f. Statement that pre-purchases shall only be for food, transportation, clothing and motels, as required and appropriate;

g. Statement indicating that pre-purchases of food, transportation and clothing vouchers and/or gift cards shall be limited to a combined, five thousand dollars ($5,000) supply on-hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five dollars ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase of motel rooms shall be tracked and logged upon purchase and disbursement;

i. Statement indicating that Flexible Funds are not to be used for housing for Clients that have not been enrolled in CONTRACTOR’s program, unless approved, in advance and in writing, by ADMINISTRATOR;

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR’s program; and

k. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.
G. 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 Clients, 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.

H. 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 generally accepted principles of accounting, 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.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A-1 to the Contract.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $288,521 per month for Period One, Period Two, and Period Three. All payments are interim payments only, and 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-1 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated 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 invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A-1.2. and A-1.3., 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 invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices will be sent with the Expenditure and Revenue Reports and are due the twentieth (20th) day of each month. Contractor must request in writing any extensions to the due date of the monthly required reports. 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.

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 and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-1 to the Contract.

IV. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of Older Adults Full Service Partnership Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR.

1855 W. Katella Avenue, #150
Orange, CA 92867
1. The facility shall include space to support the services identified within the Contract.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY’s regularly scheduled service hours and holidays. In addition, the FSP will be required to operate extended hours at least two (2) evenings or days per week and provide weekend activities to accommodate Client needs. Any change or deviation from this schedule must have prior approval from COUNTY.

3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY’s holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED - Seriously and persistently mentally ill older adults, ages sixty (60) years and older and must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients with one or more of the following conditions:

1. Homelessness or at risk of homelessness;
2. At risk of institutionalization or hospitalization;
3. Co-occurring substance abuse disorders; or
4. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES – CONTRACTOR’s program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:

1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Clients’ worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients’ identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to “be fully served” and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients’ stages of Recovery to ensure that Clients are “fully served.”

4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need services.
5. Welcoming Environments – CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing interventions based on Clients’ Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client’s move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR shall promote a foundation for healing through the relationship between the Client and Personal Services Coordinator or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination and Transitioning to Community Supports – CONTRACTOR shall assist Clients in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building – CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach – CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders – CONTRACTOR shall integrate substance abuse and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance abuse interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.

14. Reconnecting with Family – CONTRACTOR shall facilitate the Recovery process and add an element of social support to the Client and include the family in services.
15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with
Clients to shift Clients’ support from weighing heavily on the mental health system to weighing more
heavily in the community. CONTRACTOR shall focus on increasing Clients’ social network and
increasing their opportunities to meet new people as Clients Recovery progresses.

16. Education, Employment and Volunteering – CONTRACTOR shall work with Clients to
engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System – CONTRACTOR shall minimize
Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Clients
have access to needed comprehensive health care. Access to these services is particularly critical since
mental health Clients often have undiagnosed and untreated medical conditions that result in chronic
medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination
of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful
discharge.

20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP
team as a whole in treatment and service planning.

21. Use of Peer Staff – CONTRACTOR shall identify meaningful roles for peer employees as
part of a FSP team. Employing Clients is transformational and not only helps Clients give back to the
system that helped them recover, but also, if done with care, will reduce the stigma associated with
mental illness.

22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall establish
safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as
validation of their accomplishments and belief in their potential, but is also crucial for capacity and flow
through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to
develop the confidence to move to lower levels of care or full community integration.

24. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that
all components of MHSA FSP philosophy, as outlined above, are successfully implemented and
achieving desired results. These results will be made available to COUNTY and the general public via:
the MHSA website, quarterly outcome focused management meetings and public forums upon request
and approval of COUNTY. Services shall focus on EBPs whenever possible. CONTRACTOR shall
have the needed expertise to collect and analyze data and outcomes in line with established fidelity
measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES – CONTRACTOR’s program shall include, but not be limited to, the
following services under the provision of FSP services:
1. **Crisis Intervention and Management Services**: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aim at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

2. **Medication Support Services**: Evaluate need for medication, clinical effectiveness, side effects of medication and obtaining informed consent.
   a. Medication education shall be provided including discussing risks, benefits and alternatives with the Clients or significant support persons.
   b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client's community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.

3. **Dual Diagnosis Services**: Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis services integrate assistance for each condition, helping people recover from both in one setting at the same time.

4. **Vocational and Educational Services**: As part of the continuum of Recovery it is important that Clients develop an “identity” other than that of a mental health Client; towards this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR's staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.
   a. **Educational Services**: Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers' aides to ease the anxiety of a new Client returning to continue educational goals.
   b. **Pre-Vocational Groups**: Clients may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Clients’ interests, abilities, aptitudes, strengths and individualized goals.
c. **Job Coaching/Developing:** A Job Coach/Developer is to assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

5. **Family and Peer Support Services:**
   a. Connection to community, family and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include Client's natural support system in treatment and services and peers will be hired as Peer Recovery Specialists to assist Clients in their Recovery.
   b. Supportive Socialization and Meaningful Community roles. Provide Client directed services that will assist Clients in their Recovery, self-sufficiency and in seeking meaningful life activities and relationships.

6. **Transportation Services:** These services may include, but not be limited to: provision of bus tickets; transportation to appointments deemed necessary for the Client care; or transportation for emergency psychiatric evaluation or treatment.

7. **Money Management/Representative Payee Support Services:** CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who cannot manage their finances.

8. **On-call Services:** Clinicians must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients.

9. **Linkage to Financial Benefits/Entitlements:** CONTRACTOR shall designate an individual to access financial benefits and/or entitlements, or other needed community services for eligible individuals.

10. **Housing Services:** This service category includes linkage and placement services, which involve the assessment, determination of need and securing of adequate and appropriate living arrangements through a variety of supportive housing services in a safe secure environment that is appropriate for the Client population. Strategies may vary and options such as transitional or respite housing may be indicated in the initial stages, whereas permanent supportive housing or independent housing is the long-term goal. Temporary housing, such as a motel or other temporary shelter, is not required during the initial assessment phase of a Client (pre-enrollment) and utilization of this type of housing during the assessment phase should be on a case by case basis. If it is determined that temporary housing is needed, CONTRACTOR should use their best judgment to meet the Client’s needs. CONTRACTOR shall notify ADMINISTRATOR the next business day of such occurrences.

All Housing options provided by a FSP must meet minimal requirements set by the COUNTY’s MHSA Coordination Office and outlined in the Policy Manual for Adult and Older Adult FSP Programs.
CONTRACTOR’s staff shall include a Housing Specialist to provide housing services to all enrolled Clients. Housing services may include:

a. **Emergency Housing** – Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency housing is not required during the initial assessment phase of a Client (pre-enrollment) unless approved in advance by ADMINISTRATOR.

b. **Motel Housing** – For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Motel housing is not required during the initial assessment phase of a Client (pre-enrollment) unless approved in advance by ADMINISTRATOR. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR’s P&P, as identified in the Responsibilities Paragraph of this Exhibit A-1.

c. **Transitional Housing** – For individuals who will benefit from an intermediate step between shelter and permanent housing. Transitional housing is generally time-limited, up to eighteen (18) months, and provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTORS may look into housing options such as master leasing.

d. **Permanent Housing** – Allows residents to have their own unit or bedroom. Residential Treatment Program and sober living as a housing option must be available for consideration when appropriate to provide the member with the highest probability of success towards Recovery.

11. **Peer-Run Center** – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR’s FSP. CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Men’s and Women’s Groups, Relapse Prevention, Dual Recovery, AA/NA, Life and Skills Building, Speaker Meetings, etc.

12. **Meaningful Community Roles** – CONTRACTOR shall assist each member to find some meaningful role in his/her life that is separate from the mental illness. The person needs to see himself or herself in “normal” roles such as employee, son, mother and neighbor. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to the mental illness.

13. **Intensive Case Management Service** – CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients.

E. **PROGRAM REQUIREMENTS**
1. Referrals will come primarily from CONTRACTOR’s and COUNTY’s outreach efforts.
2. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.
3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family Clients and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole and Social Services.
4. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours).
5. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.
6. CONTRACTOR shall have ongoing evaluation of practices and outcomes to ensure that all MHSA FSP philosophies are successfully implemented and achieving desired results. Services shall focus on EBPs whenever possible.

F. CONTRACTOR shall have an identified individual who shall:
1. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;
2. Provide clinic direction and training to PSCs on encounter documents and treatment plans;
3. Become a certified reviewer by the ADMINISTRATOR’s Quality Improvement and Program Compliance unit within six months from the start of the Contract;
4. Oversee all aspects of the clinical services of the Recovery program;
5. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;
6. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion and request for change of CONTRACTOR; and
7. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.
8. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. 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.
9. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.
10. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.

11. CONTRACTOR shall ensure compliance with workload standards and productivity.

12. CONTRACTOR shall review and approve all admissions, discharges from the program and extended stays in the program.

13. CONTRACTOR shall submit corrective action plans upon request.

14. CONTRACTOR shall comply with ADMINISTRATOR P&Ps.

15. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred for admission.

G. CONTRACTOR shall monitor to ensure compliance with workload standards and productivity.

H. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

I. CONTRACTOR shall have active participation in State and regional MHSA forums and activities.

J. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

K. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Contract to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Contract.

L. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P’s, review of statistics and clinical services;

3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.

M. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not be limited to the following:

1. Admission Criteria and Admission Procedure
2. Assessments and Individual Service Plans
3. Crisis Intervention/Evaluation for Involuntary Holds
4. Handling Non-Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring
6. Community Integration/Case Management/Discharge Planning
7. Documentation Standards
8. Quality Management/Performance Outcomes
9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

N. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:

1. Orientation to the program’s goals, P&Ps
2. Training on subjects as required by state regulations
3. Recovery philosophy, Client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance abuse and dependence
6. Motivational interviewing
7. EBPs that support recovery

O. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possesses the qualifications and capacity to perform all delegated responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Contract;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

P. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if available, and if applicable.
Q. 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.

R. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

S. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

T. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

U. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

V. PERFORMANCE OUTCOMES – CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

3. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Contract.

4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Contract.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Contract.

6. One (1) through five (5) in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

7. CONTRACTOR shall track the number of Clients at various stages on the MORS.

8. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.
W. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M’s, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved File Transfer Protocol site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA – Should CONTRACTOR’s current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR’s system is web -based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

2. TRANSFER UTILITY – CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M’s and KET’s.

X. DATA CERTIFICATION – POLICIES AND PROCEDURES AND DATA COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Contract. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Contract, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Contract.

3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:
   a. Review the approved data collection database for accuracy and to ensure that each field is completed;
   b. Develop processes to ensure that all required data forms are completed and updated when appropriate;
   c. Review the approved data collection system reports to identify trends, gaps and quality of care;
   d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and

//
e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.

f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Directors prior to signing the Data Certification Form each month.

Y. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

V. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

F. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training and Annual Compliance Training.

G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.
H. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&P’s, documentation standards and any state regulatory requirements.

I. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

J. CONTRACTOR, including each employee that provides services under the Contract, will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours of work per week.

<table>
<thead>
<tr>
<th>DIRECT PROGRAM</th>
<th>FTEs</th>
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<tr>
<td>Regional Director</td>
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<td>Pharmacist</td>
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<tr>
<td>Geriatric Psychiatrist (Subcontractor)</td>
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TOTAL DIRECT PROGRAM FTEs 30.64

L. WORKLOAD STANDARDS
1. One (1) DSH will be equal to sixty (60) minutes of direct service.
2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.
3. CONTRACTOR shall, during the term of the Contract, provide a minimum of twenty thousand three-hundred and ten (20,310) DSH, with a minimum of one thousand five-hundred and ninety (1,590) hours of medication support services and eighteen thousand seven-hundred and twenty (18,720) hours of other mental health, case management and/or crisis intervention services as outlined below.
4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and eighty (180) Clients throughout the term of the Contract.

M. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1 - DHCS.
N. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.
O. A limited number of clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.
P. CONTRACTOR may augment 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 clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.
3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

Q. CONTRACTOR shall maintain personnel files for each staff member, including management and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

R. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:
   a. Each staff member who no longer supports the Contract;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR; or
   d. Token is malfunctioning;
   e. Termination of this Contract.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

S. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract.

VI. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the
twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include the following:

   a. A description of CONTRACTOR's progress in implementing the provisions of this Contract,

   b. Report of placement and movement of Clients along the continuum of services using guidelines for monthly report of the number of 5150 participants,

   c. Voluntary and involuntary hospitalizations and special incidences,

   d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.

   e. Reporting of the numbers of Clients based upon their level of function in the MORs Level system,

   f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.

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g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

E. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-1 to the Contract.
EXHIBIT B

TO AGREEMENT FOR PROVISION OF
OLDER ADULT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2017 THROUGH JUNE 30, 2020

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B. below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of "Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.

2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

   a. Breach excludes:

      1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

      2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

      3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

   b. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

      1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

      2) The unauthorized person who used the PHI or to whom the disclosure was made;

      3) Whether the PHI was actually acquired or viewed; and

      4) The extent to which the risk to the PHI has been mitigated.

3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. “DRS” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

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6. “Health Care Operations” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. “Physical Safeguards” are physical measures, policies, and procedures to protect CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.


10. “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.


15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.
2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E. below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY’s compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY’s obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, agents, subcontractors, and agents of its subcontractors.

14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY’s request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:
a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Subparagraph C.; or

b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a. above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR’s operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

   a. Complying with all of the data system security precautions listed under Subparagraph E., below;

   b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;

   c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Subparagraph D. of this Business Associate Contract.
5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E. below and as required by 45 CFR § 164.410.

6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

E. DATA SECURITY REQUIREMENTS

1. Personal Controls
   a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR’s expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.

   b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR’s privacy P&Ps, including termination of employment where appropriate.

   c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person’s written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.

   d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each workforce member’s background check documentation for a period of three (3) years.

2. Technical Security Controls
   a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the COUNTY.

b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppy, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises” if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s locations.

e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) calendar or business days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) calendar or business days, preferably every sixty (60) calendar or business days. Passwords must be changed if revealed or compromised.
Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)
2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.
n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls
   a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
   b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.
   c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control
   a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty four (24) hours.
   b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls
   a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information.
Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

   a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

   b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR’s notification may be oral, but shall be followed by written notification within twenty four (24) hours of the oral notification.

   3. CONTRACTOR’s notification shall include, to the extent possible:
a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F. and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR’s initial report of the Breach to COUNTY pursuant to Subparagraph F.2. above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.
9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

   a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

   b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

      1) The Disclosure is required by law; or

      2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

   c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on...
behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

I. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY’s notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR’s Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’s Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR’s Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY’s knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

   a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the violation within thirty (30) business days; or

   b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within thirty (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

   a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

   b. CONTRACTOR shall retain no copies of the PHI.

   c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.
EXHIBIT C
TO AGREEMENT FOR PROVISION OF
OLDER ADULT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2017 THROUGH JUNE 30, 2020

I. PERSONAL INFORMATION AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in

\textbf{A. DEFINITIONS}

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall
   include a "PII loss" as that term is defined in the CMPPA.
2. "Breach of the security of the system" shall have the meaning given to such term under the
   CIPA, CCC § 1798.29(d).
3. "CMPPA Agreement" means the CMPPA Agreement between SSA and CHHS.
4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the
   COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created
   by CONTRACTOR in connection with performing the functions, activities and services specified in the
   Agreement on behalf of the COUNTY.
5. "IEA" shall mean the IEA currently in effect between SSA and DHCS.
6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose
   unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this
   provision, identity shall include, but not be limited to, name, identifying number, symbol, or other
   identifying particular assigned to the individual, such as a finger or voice print, a photograph or a
   biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.
7. "PII" shall have the meaning given to such term in the IEA and CMPPA.
8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).
9. "Required by law" means a mandate contained in law that compels an entity to make a use
   or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
   orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
   or tribal inspector general, or an administrative body authorized to require the production of information,
   and a civil or an authorized investigative demand. It also includes Medicare conditions of participation
   with respect to health care providers participating in the program, and statutes or regulations that require
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the production of information, including statutes or regulations that require such information if payment
is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,
modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or
interference with system operations in an information system that processes, maintains or stores PI.

B. TERMS OF AGREEMENT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement
provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or
required by this Personal Information Privacy and Security Contract or as required by applicable state
and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and
physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
Security Contract. CONTRACTOR shall develop and maintain a written information privacy and
security program that include administrative, technical and physical safeguards appropriate to the size
and complexity of CONTRACTOR's operations and the nature and scope of its activities, which
incorporate the requirements of Subparagraph c., below. CONTRACTOR will provide COUNTY with
its current policies upon request.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized
data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing
DHCS PI and PII. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in Subparagraph
E. of the Business Associate Contract, Exhibit B to the Agreement; and

2) Providing a level and scope of security that is at least comparable to the level and
scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of Federal
Automated Information Systems, which sets forth guidelines for automated information systems in
Federal agencies.

3) If the data obtained by CONTRACTOR from COUNTY includes PII,
CONTRACTOR shall also comply with the substantive privacy and security requirements in the
CMPPA Agreement between SSA and CHHS and in the Agreement between SSA and DHCS, known as
the IEA. The specific sections of the IEA with substantive privacy and security requirements to be
complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR’s agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR’s Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph F. of the Business Associate Contract, Exhibit B to the Agreement.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.
The Human Resource Services department requests a Supplemental Closed Session on May 5, 2020 with the County's designated negotiating representative, Tom Hatch, to discuss terms and conditions of employment for employees represented by the Orange County Employees Association (OCEA), Orange County Managers Association (OCMA), Association of County Law Enforcement Management (ACLEM), American Federation of State, County and Municipal Employees (AFSCME), Teamsters Local 952 (Teamsters), Orange County Attorneys Association (OCAA), Association of Orange County Deputy Sheriffs (AOCDS), International Union of Operating Engineers (IUOE), and United Domestic Workers of America (UDWA), and other non-represented employees pursuant to Government Code Section 54957.6.

Accordingly, please prepare the Agenda item to read:

The Human Resource Services department requests a Supplemental Closed Session on May 5, 2020 with the County's designated negotiating representative, Tom Hatch, to discuss terms and conditions of employment for employees represented by the Orange County Employees Association (OCEA), Orange County Managers Association (OCMA), Association of County Law Enforcement Management (ACLEM), American Federation of State, County and Municipal Employees (AFSCME), Teamsters Local 952 (Teamsters), Orange County Attorneys Association (OCAA), Association of Orange County Deputy Sheriffs (AOCDS), International Union of Operating Engineers (IUOE), and United Domestic Workers of America (UDWA), and other non-represented employees pursuant to Government Code Section 54957.6.

RECOMMENDED ACTION: Conduct Closed Session

Thank you,

cc: Members, Board of Supervisors
    Frank Kim, CEO
    Leon J. Page, County Council