

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.
No new supplemental items will be added to the agenda following close of business on Friday.*

October 6, 2020

DISCUSSION

15. **Continued to 10/20/20**
Revised title to read:
County Executive Office - Approve recommended positions on introduced or amended legislation and consider other legislative subject matters; *and approve "Statewide Ballot Initiative Measures" Policy Amendment to 2020 Legislative Affairs Program Guidelines* – All Districts
16. Revised title to read:
County Executive Office -Approve grant applications/awards submitted *by Health Care Agency* in 10/6/20 grant report and other actions as recommended - All Districts
19. Revised Title to read:
County Counsel - Acting as the Orange County Flood Control District – Public Hearing to consider adopting Resolution of Necessity acquiring by eminent domain real property for Santa Ana River Mainstem/Prado Dam Project located in County of San Bernardino; authorizing County Counsel and/or outside eminent domain counsel to take steps to initiate and facilitate the condemnation action; directing and authorizing Auditor-Controller to make related payments (\$9,610,000); and considering application of Final Environmental Impact Report No. 583 and Final Supplemental Environmental Impact Statement/*Environmental Impact Report 583* and other findings - All Districts (2/3 vote of membership)

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

Items: 15, 16, 17 and 19

S u p p l e m e n t a l I t e m (s)

- S16A. **Vice Chairman Do and Supervisor Bartlett** - Receive and file Community Suicide Prevention Initiative - Board of Supervisors Progress Report; and direct County Executive Officer and Health Care Agency Director to establish an Office of Suicide Prevention to coordinate provision of suicide prevention activities and implement Community Suicide Prevention Initiative's Action Plan
- S16B. **Chairwoman Steel and Vice Chairman Do** - Approve Disabled Veterans Business Enterprise Preference Policy for County solicitations, except those with waivers or exceptions, governed by County's Contract Policy Manual, effective 1/1/21; direct County Procurement Office to implement policy, update Contract Policy Manual and one year after implementation provide the Board with memorandum update on status and outcomes; approve Memorandum of Understanding (MOU) with State of California for Small Business and Disabled Veterans Business Enterprise Certification Services and authorize County Procurement Officer or designee to execute MOU

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- S16C. **County Executive Office** - Authorize Members of the Board of Supervisors to allocate their districts' remaining amount of previously designated portion of (\$75,000,000) in Coronavirus Aid, Relief and Economic Security (CARES) Act funding for economic support - All Districts
- S16D. **Health Care Agency** - Approve selection of and contact MA-042-21010447 with Exodus Recovery, Inc. for Adult Crisis Residential services, 11/1/20 - 6/30/23 (\$7,401,429); renewable for two additional one-year terms; authorize County Procurement Officer or authorized Deputy to exercise cost contingency increase not to exceed 10% under certain conditions and execute contract - District 3
- S16E. **Health Care Agency** - Approve selection of and contact MA-042-21010209 with Exodus Recovery, Inc. for Crisis Stabilization services, 11/1/20 - 6/30/23 (\$23,747,101); renewable for two additional one-year terms; authorize County Procurement Officer or authorized Deputy to exercise cost contingency increase not to exceed 10% under certain conditions and execute contract - District 3
- SCS1. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Synycia and Rosenblatt v. County of Orange, Orange County Superior Court Case No. 30-2020-01147561-CU-OR-CJC



Continuation or Deletion Request

Date: October 5, 2020
To: Clerk of the Board of Supervisors
From: Chairwoman Michelle Steel, Second District *[Signature]*
Re: ASR Control #: 20-000646, Meeting Date 10/06/20 Agenda Item No. # 15
Subject: Legislative Issues

RECEIVED
2020 OCT -5 PM 2:56
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Request to continue Agenda Item No. # 15 to the 10/20/2020 Board Meeting.

Comments:

Request deletion of Agenda Item No. # _____

Comments:



Legislative Bulletin

DRAFT

A Publication of the County Executive Office/Legislative Affairs

October 6, 2020
Item No. 15

County of Orange Positions on Proposed Legislation

The Legislative Bulletin provides the Board of Supervisors with analyses of measures pending in Sacramento and Washington that are of interest to the County. Staff provides recommended positions that fall within the range of policies established by the Board. According to the County of Orange Legislative Affairs Procedures adopted by the Board of Supervisors on December 10, 2019, staff recommendations for formal County positions on legislation will be agendized and presented in this document for Board action at regular Board of Supervisors meetings. When the Board takes formal action on a piece of legislation, the CEO will direct the County's legislative advocates to promote the individual bills as approved by the Board. The Legislative Bulletin also provides the Board of Supervisors with informative updates on State and Federal issues.

The 2019-2020 Legislative Platform was adopted by the Board of Supervisors' on December 4, 2018.

On October 6, 2020, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

1. **APPROVE – “Statewide Ballot Initiative Measures” Policy Amendment to the 2020 Legislative Affairs Program Guidelines**
2. **Receive and File Legislative Bulletin**

INFORMATIONAL ITEMS

1. **Proposition 15 (Tax Assessment of Commercial and Industrial Property: Initiative Constitutional Amendment) Analysis**
2. **County Position Matrix: CEO-LA**
3. **Sacramento Legislative Report**
4. **Washington DC Legislative Report**

RECOMMENDED ACTIONS

1. APPROVE – “Statewide Ballot Initiative Measures” Policy Amendment to the 2020 Legislative Affairs Program Guidelines

SUMMARY

Approving the “Statewide Ballot Initiative Measures” policy amendment to the 2020 Legislative Affairs Program Guidelines will allow the County to continue to pursue critical policy initiatives in Sacramento.

BACKGROUND INFORMATION

On December 10, 2019, the Board approved the 2020 Legislative Affairs Program Guidelines. The Board approves the Legislative Affairs Program Guidelines in advance of each legislative session to allow the County to continue to pursue critical policy initiatives in Sacramento and Washington DC.

STATEWIDE BALLOT INITIATIVE MEASURES POLICY AMENDMENT TO THE 2020 LEGISLATIVE AFFAIRS PROGRAM GUIDELINES

Per Board directive during the September 29, 2020 Board meeting the following County Counsel reviewed statewide ballot initiative measure policy is recommended to be added to the 2020 Legislative Affairs Program Guidelines:

Statewide Ballot Initiative Measures*

Any Supervisor may act as an individual to support or oppose a statewide ballot initiative measure (“Initiative”) at any time. However, any individual action is not an official position by the Orange County Board of Supervisors. The Board may consider taking a position on an Initiative provided the following conditions have been met:

- The Initiative has qualified by the California Secretary of State and will be included in an upcoming statewide election. Initiatives that are in circulation for signature gathering or have been submitted to the California Secretary of State for signature verification will not be considered.*
- The Initiative may have an impact on County finances, programs or operations, or meets an approved Policy Statement in in the most current Legislative Platform document.*

Once these conditions are met, any Supervisor may, via memo, request and direct the County Executive Officer (CEO) to have an impartial analysis of the Initiative prepared. The other Board offices shall be copied on the memo request.

The CEO-Legislative Affairs Office (CEO-LA) in consultation with impacted Department(s) and County Counsel will draft an independent analysis and file it in the Legislative Bulletin under the “Information” section for an upcoming Board meeting. The analysis will include the following information:

- a. Proposition Number*
- b. Subject*
- c. Title*
- d. Date of Qualification*

- e. Background
- f. Election Date on which the Initiative will appear
- g. A summary of the Initiative
- h. Arguments in support
- i. Arguments in opposition
- j. A list of supporters
- k. A list of opposition
- l. Impact to the County-fiscal, operational or other
- m. Applicable Legislative Platform Policy Statement
- n. Name of Supervisor making the request

The analysis shall not encourage members of the public to adopt the County's view, vote one way or the other on the measure, or take any other actions supporting or opposing the measure. The Board will consider the item and determine a recommended action sufficiently in advance of the election to enable the Board's action to be relevant, and to the extent possible, to enable the Board to postpone and reconsider the measure at a later Board hearing. If a position is approved by a majority of the Board members, it will be considered the official position of the County of Orange.

* Per the California Constitution, "Statewide Ballot Initiative Measures" is defined as an initiative statute, constitutional amendment or referendum.

INFORMATIONAL ITEMS

1. Proposition 15 (Tax Assessment of Commercial and Industrial Property: Initiative Constitutional Amendment) Analysis

CEO/Office of Legislative Affairs

Ballot Initiative Analysis



PROPOSITION NUMBER:	Proposition 15
SUBJECT:	Tax Assessment of Commercial and Industrial Property: Initiative Constitutional Amendment
TITLE:	The Schools & Communities First Act
DATE QUALIFIED:	October 17, 2019
ELECTION DATE:	November 3, 2020
REQUESTED BY:	Chairwoman Steel; Supervisor Wagner

<p><u>Summary:</u></p>	<p>Proposition 15, the Schools & Communities First Act, would tax most commercial and industrial property based on its fair market value, beginning in 2022-23. Because the measure would tax commercial and industrial property differently than residential and agricultural property, it's also known as "split roll." The measure is estimated to increase tax revenue from these properties by between \$8 billion and \$12 billion per year statewide.</p> <p>The increased property tax revenue would be distributed to counties, schools, cities, and special districts, in essentially the same proportion as under current law. Before that, however, the increased revenue is required to cover costs incurred by counties to administer the program, as well as any losses to the state General Fund resulting from decreased corporate and personal income taxes.</p>
<p><u>Background:</u>¹</p>	<p>Article XIII of the California Constitution, originally enacted by Proposition 13 (1978), does not distinguish commercial and industrial property from residential and agricultural property. It caps the ad valorem tax rate for all property at 1 percent and limits increases to the assessed value. Each year, the property's assessed value can increase by no more than 2 percent or the rate of inflation, whichever is lower. Property is only reassessed when there is a change in ownership or new construction, at which point it is reassessed at fair market value.</p> <p>Statewide, about 46 percent of property tax revenue is allocated to local agencies: counties (14 percent), cities (13 percent), and special districts (19 percent). While the remaining 54 percent is allocated to schools and community colleges, although the allocation varies considerably among counties.</p> <p><u>Changes under Ballot Initiative</u></p> <p>Proposition 15 seeks to tax most commercial and industrial real property, including some vacant land, based on current fair-market value, eliminating the limitation on increasing assessed value by no more than 2 percent per year for those properties. The measure would not apply to residential property, property owned or occupied by small businesses with a market value of less than \$3 million, or farmland (though it would apply to a farm's buildings, such as processing and refrigeration facilities).</p> <p>The \$3 million threshold for small businesses will be adjusted for inflation every two years by the State Board of Equalization (BOE) beginning in 2025. The BOE will be tasked with calculating the inflation adjustment on a county by county basis, taking into consideration the average market values of each.</p> <p>The first \$500,000 of a business's personal property (e.g., machinery, computers, and office equipment) will be exempt from taxation, and businesses with fewer than 50 employees will be exempt from taxation on all personal property. Aircraft and vessels are not included in the personal property exemptions.</p>

¹ California State Association of Counties (CSAC) Analysis

	<p>Proposition 15 would require the Legislature to establish a Task Force on Property Tax Administration, made up of a county assessor, a member of the BOE, a proponent of Proposition 15, a taxpayer representative, and a member of the Legislature. The Task Force is instructed to make recommendations to the Legislature on certain aspects of implementing which the measure leaves to the Legislature to decide.</p> <p>The measure’s shift to market value assessment would be phased in over three fiscal years, beginning in 2022-23. After the initial reassessment, applicable commercial and industrial real property will be regularly reassessed at intervals determined by the Legislature, but no less frequently than every three years. There is an exception to this timeline for property where a majority of square footage is occupied by small businesses with 50 or fewer employees. These properties would not shift to market value taxation until 2025-26, unless a different date is set by the Legislature.</p> <p>Before allocating funds raised by this measure to local governments and schools, the proposal requires a portion of the new revenues be allocated to 1) the state General Fund to compensate for any reductions in personal income and corporate tax revenue resulting from the measure, and 2) counties to cover their costs of administering the changes. Which county costs are eligible for reimbursement will be determined by the Legislature. However, the measure does state that “such costs shall at a minimum include the costs of assessment, assessment appeals, legal counsel, tax allocation and distribution, and auditing and enforcement” and that the intent is to “provide full adequate funding to counties to cover all costs associated with implementation of the Act.”</p> <p><u>Assessment Appeals</u></p> <p>Proposition 15 also directs the Legislature to work with county assessors to develop a process for hearing appeals resulting from the required reassessments. The measure outlines several requirements for this process. Most notably, the appeals process would not automatically accept an applicant’s opinion of value on the property. Under current law, County Boards of Equalization and Assessment Appeals Boards are required to render their decision on an appeal within two years. If they do not, the new value of the property will default to whatever the applicant’s opinion of value is, even if that value is unrealistically or artificially low. In addition, Proposition 15 would require the applicant to shoulder the burden of proof that their property was not properly valued, as opposed to the assessor.</p>
<p><u>Support and Opposition:</u> ²</p>	<p><u>Support</u></p> <ul style="list-style-type: none"> • Orange County Democratic Party Central Committee • Orange County Young Democrats • Orange County Congregation Community Organization • Orange County Civic Engagement Table Anaheim Secondary Teachers Association CTA/NEA

² Individuals & Organizations are listed on Yes15.org and NoOnProp15.org

- Newport-Mesa Federation of Teachers Local 1794
- Santa Ana Educators Association
- Jan Flory, Mayor Pro Tem of Fullerton
- Dr. Jose Moreno, Anaheim City Council Member
- Connor Traut, Buena Park City Council Member
- Melissa Fox, Irvine City Council Member
- Farrah Khan, Irvine City Council Member
- Vincente Sarmiento, Santa Ana City Council Member
- Jose Solorio, Santa Ana City Council Member

Opposition

- Anaheim Chamber of Commerce
- Brea Chamber of Commerce
- Building Owners and Managers – Orange County
- Fullerton Association of Concerned Taxpayers
- Garden Grove Chamber of Commerce
- Institute of Real Estate Management – Orange County
- Laguna Niguel Chamber of Commerce
- LULAC Santa Ana
- National Association of Industrial and Office Properties – Southern California
- Newport Beach Chamber of Commerce
- North Orange County Chamber
- Orange County Business Council
- Orange County Farm Bureau
- Orange County Hispanic Chamber of Commerce
- Orange County Taxpayers Association
- South Orange County Economic Coalition
- Vietnamese-American Chamber of Commerce – Orange County
- Bob Archuleta, State Senator
- John Moorlach, State Senator
- Sharon Quirk Silva, Assembly Member
- Tom Daly, Assembly Member
- William Brough, Assembly Member
- Claude Parrish, Assessor, County of Orange
- Don Wagner, Supervisor, County of Orange
- Michelle Steel, Supervisor, County of Orange
- Greg Raths, Mayor, City of Mission Viejo
- Mark Murphy, Mayor, City of Orange
- Tim Shaw, Mayor, City of La Habra
- Will O’Neil, Mayor, City of Newport Beach
- Austin Lombard, Councilmember, City of Tustin
- Barbara Delgleize, Councilmember, City of Huntington Beach
- Ed Sachs, Councilmember, City of Mission Viejo
- Kevin Muldon, Councilmember, City of Newport Beach
- Mike Posey, Councilmember, City of Huntington Beach
- Patrick Brendan, Councilmember, City of Huntington Beach
- Peggy Huang, Councilmember, City of Yorba Linda
- Tara Campbell, Councilmember, City of Yorba Linda

<p><u>Arguments in Support:</u>³</p>	<ul style="list-style-type: none"> • Wendy Bucknum, Councilmember, City of Mission Viejo <p>Prop. 15 is a fair and balanced reform which:</p> <ul style="list-style-type: none"> • closes property tax loopholes benefiting wealthy corporations • cuts small business taxes • reclaims billions of dollars to invest in our schools and local communities. <p>Prop. 15 will:</p> <p><i>Close corporate loopholes:</i> Wealthy corporations avoid reassessment by employing highly paid tax lawyers and accountants to exploit loopholes in the law. Prop. 15 closes these loopholes by requiring nonresidential commercial properties to be assessed based on their actual fair market value.</p> <ul style="list-style-type: none"> • The top 10% of California’s most valuable nonresidential commercial properties account for 92% of Prop. 15’s new revenues. <p><i>Does not impact homeowners and renters:</i> Prop. 15 exempts all residential properties, maintaining FULL PROP. 13 PROTECTIONS for homeowners and renters.</p> <p><i>Cut taxes for small businesses:</i> Prop. 15 protects small businesses and cuts their taxes by:</p> <ul style="list-style-type: none"> • Exempting businesses operated out of a home and businesses owning \$3,000,000 or less of nonresidential commercial property • Cutting business personal property taxes on equipment, computers and fixtures. <p><i>Restore balance to the property tax:</i> Since Prop. 13 passed, the residential share of property taxes has skyrocketed from 55% to 72% and the nonresidential commercial share has fallen. Meanwhile we’re paying more in fees, fines and other taxes. Prop. 15 rebalances the scales.</p> <p><i>Increase funding for schools and community colleges:</i> Every school district and community college will receive additional funding over and above existing funding guarantees. Prop. 15 funds go directly to education and state politicians can’t take it away.</p> <p><i>Invest in essential workers and local services:</i> Prop. 15 gives local communities desperately needed resources so essential services and frontline workers can respond to current challenges and prepare for future crises, whether from a wildfire, pandemic, or earthquake.</p> <p><i>Support economic and racial equity:</i> Prop. 15 makes sure schools with the greatest needs get the most help and gives local communities critically needed resources to deal with the unequal impacts of COVID-19, unemployment, and housing costs on communities of color.</p>
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³ California Secretary of State Official Voter Information Guide: November 2020

	<p><i>Prioritize full transparency and accountability</i> by requiring schools and local governments to publicly disclose all new revenues they receive and how they are spent.</p> <p><i>Protect agricultural land:</i> Prop. 15 makes no change to existing laws affecting the taxation or preservation of agricultural land. We can't afford business as usual. Prop. 15 rebalances the scales by closing loopholes and supporting our schools, local communities and small businesses.</p> <p>Prop. 15 takes a big step forward toward a better future for all Californians. It was placed on the ballot by the signatures of over 1,700,000 voters who want wealthy corporations to pay their fair share.</p>
<p><u>Arguments in Opposition:</u>⁴</p>	<p>Prop. 15's massive increase in annual property taxes will have disastrous economic impacts for every Californian—from small businesses and consumers to farmers and homeowners.</p> <p>PROP. 15 REPEALS TAXPAYER PROTECTIONS IN PROP. 13 Prop. 13's taxpayer protections have kept property taxes affordable by capping property taxes and limiting increases annually, providing taxpayers certainty they can afford their property taxes now and into the future. Prop. 15 eliminates that certainty for millions of taxpayers.</p> <ul style="list-style-type: none"> • "Prop. 15 is a direct threat to homeowners. Supporters of the tax hike openly admitted that this is merely the first step in completely dismantling Prop. 13 which voters approved to stop skyrocketing property taxes."—<i>Jon Coupal, President, Howard Jarvis Taxpayers Association</i> <p>PROP. 15 RAISES OUR COST OF LIVING Prop. 15's tax hike will increase costs on everything people buy, including groceries, fuel, utilities, day care and health care.</p> <ul style="list-style-type: none"> • "Too many families have been priced out of their neighborhoods because of the rising cost of living. Prop. 15 will raise the cost of living for California families by up to \$960 and will especially hurt lower-income communities." —<i>Alice Huffman, President, California State Conference of the NAACP</i> <p>PROP. 15 DESTROYS JOBS AND SMALL BUSINESSES Seven million Californians work for a small business. Millions of Californians are filing for unemployment and are at risk of losing everything. NOTHING in Prop. 15 stops the tax from being passed on to small business tenants. Prop. 15 will make the economic crisis worse by devastating small businesses— including our neighborhood restaurants, barbershops, and dry cleaners.</p> <ul style="list-style-type: none"> • "Most small businesses rent the property on which they operate. Prop. 15's higher property taxes will mean skyrocketing rents at a time we can least afford it." —<i>Jot Condie, President, California Restaurant Association</i>

⁴ California Secretary of State Official Voter Information Guide: November 2020

	<p>PROP. 15 RAISES TAXES FOR FAMILY FARMERS, RESULTING IN HIGHER COSTS FOR FOOD</p> <p>Prop. 15 will raise property taxes on farming—including barns, dairies, processing plants and even fruit and nut trees.</p> <ul style="list-style-type: none"> • “Prop. 15 hurts family farmers and we all will end up paying higher costs for groceries including milk, eggs and meat.”—<i>Jamie Johansson, President, California Farm Bureau Federation</i> <p>PROP. 15 LACKS ACCOUNTABILITY</p> <p>Prop. 15 will cost taxpayers \$1 billion each year in bureaucratic expenses, and politicians can spend the higher property tax revenue on anything they want, including administrative costs, outside consultants and pay raises.</p> <ul style="list-style-type: none"> • “Prop. 15 allows politicians to divert its tax hike revenue to anything the special interests want, just like they’re doing with the gas tax.”—<i>Marilyn Markham, Board Member, California Senior Advocates League</i>
<p><u>Fiscal Impact on state and local government:</u></p> <p><i>Summary of estimate by Legislative Analyst and Director of Finance</i></p>	<p><u>Fiscal Impact</u></p> <p>Statewide, the Legislative Analyst’s Office estimates that this measure would increase annual property tax revenue by \$8 billion to \$12.5 billion in most years. The amount of revenue will fluctuate year to year based on the state of real estate markets at the time.</p> <p>The California Assessors’ Association (CAA) estimates that the cost to implement the measure would be slightly more than \$1 billion during the first three years. They also estimate an approximate 12-fold increase in the number of commercial and industrial properties that counties would have to reassess annually.</p>
<p><u>Impact on Orange County Operations:</u></p>	<p>After the passage of Proposition 13 capped the ad valorem property tax rate on real property at 1%, the Legislature responded by permanently restructuring the allocation of property tax revenues. SB 154 (Rodda, 1978) gave counties, cities, special districts, and schools an amount of property tax revenues in proportion to what they received in the past. Assembly Bill 8 (L.Greene, 1979) gave local governments their historic proportional shares of property taxes, plus some of the school districts’ property tax revenues, while replacing schools’ losses with state General Fund.</p> <p>In response to state budget deficits in the early 1990s, the Legislature reduced state General Fund spending on education by shifting property taxes from counties, cities, and special districts to an educational revenue augmentation fund (ERAF) in each county to support schools.</p> <p>The allocation of property tax revenues to counties varies greatly throughout the state. As of 2017, Orange County receives only five cents of every property tax dollar under AB 8, the lowest amount of all counties with a state average of 0.14 cents. As a result, Orange County will receive less revenue under Proposition 15 compared to counties statewide for these reasons:</p>

	<p>(1) Additional property tax revenue for schools is not allocated to schools locally, but it is generally distributed on a per pupil basis Statewide.</p> <p>(2) Although some additional property tax revenue goes to local agencies like the County, the distribution is based on existing AB 8 apportionment provisions pursuant to Chapter 6 (commencing with Section 95) of Part 0.5 of Division 1 of the Revenue and Taxation Code, as that chapter read on January 1, 2020:</p> <ul style="list-style-type: none"> a. Cities b. Counties c. Special Districts <p>Because of the County's low AB 8 factor, and that school dollars will be redirected into a statewide allocation, much of the increased property tax revenue generated from Proposition 15 would flow out of Orange County. Additionally, under the Orange County Fire Authority (OCFA) Joint Powers Agreement, the County would pay increased Structural Fire Fund property tax revenues resulting from Proposition 15 to OCFA with no change in the scope of services OCFA is required to provide.</p>
<u>Platform Policy References:</u>	<u>Split-Roll Prop 13</u> : "Oppose split-roll and other efforts to harm Proposition 13." Page 12
<u>County Counsel Review:</u>	Yes

2. County Position Matrix: CEO-LA

The matrix below summarizes active bills the County has taken positions on in 2019-20.

State Legislation

As of Thursday, October 1, 2020

Bill Number	Author	Subject	Position	Date of Board Action	Status	Notes
<u>AB 434</u>	<u>Daly</u>	Housing Financing Programs: Uniform Procedures	Support	7.28.20	Chaptered #192	
<u>AB 2265</u>	<u>Quirk-Silva</u>	Mental Health Services Act: Use of funds for substance use disorder treatment	Support	5.19.20	Chaptered #144	
<u>SB 555</u>	<u>Mitchell</u>	Jails and Juvenile Facilities: Telephone Services: Store	Oppose	6.25.19	Vetoed	
<u>SB 803</u>	<u>Beall</u>	Mental Health Services: peer support specialist certification	Support	3.10.20	Chaptered #150	
<u>SB 1196</u>	<u>Umberg</u>	Price gouging	Support	5.19.20	Chaptered #339	

Bill Number	Author	Subject	Position	Date of Board Action	Status	Notes
HR 2995	Levin	Spent Fuel Prioritization Act	Support	6.25.19	House Energy and Commerce Committee	
HR 4004	Bustos	The “Social Determinants Accelerator Act of 2019”	Support	1.14.20	House Energy and Commerce Committee	
HR 5516	Levin	Commitment to Veteran Support and Outreach	Support	9.15.20	House Veterans Affairs Committee	
S.923	Feinstein	Fighting Homelessness Through Services and Housing Act	Support	5.7.19	Senate Health, Education, Labor and Pensions Committee	
S. 3020	Baldwin	Commitment to Veteran Support and Outreach	Support	3.10.20	Senate Veterans Affairs Committee	
S. 4431	Feinstein	Emergency Wildfire and Public Safety Act of 2020	Support	9.29.20	Senate Energy and Natural Resources Committee	

3. Sacramento Legislative Report

Prepared by Precision Advocacy Group LLC

County Legislative Positions

Governor Gavin Newsom has completed his work on bills sent to him by the Legislature in 2020. Below is the status of measures the county took a position on that reached the governor’s desk:

[AB 434](#) (Daly) *Housing financing programs: uniform procedures* – *Support*: This bill aligns six rental housing programs with the Multifamily Housing Program, to enable the state Department of Housing and Community Development to implement a single application and scoring system for making coordinated awards under all seven programs, starting on January 1, 2022.

Status: Chapter 192, Statutes of 2020

[AB 2265](#) (Quirk-Silva) *Mental Health Services Act: use of funds for substance use disorder treatment* – *Support*: Clarifies that Mental Health Services Act funds can be used to fund treatment for individuals with co-occurring mental health and substance use disorders. Requires counties to report information about the individuals treated under the provisions of this bill to the Department of Health Care Services.

Status: Chapter 144, Statutes of 2020

[SB 555](#) (Mitchell) *Jails and juvenile facilities: communications, information, and commissary services: contracts* – *Oppose*: This bill requires that the price of items in a jail canteen are offered for sale at the cost paid to the vendor; renames the inmate welfare fund the incarcerated people’s fund; requires that funds from the incarcerated people’s fund be expended solely for the benefit, education, and welfare of inmates confined

within the jail; prohibits commissions in telephone and communication service contracts for juvenile facilities and county jails; and requires such telephone and communication service contracts to be negotiated and awarded to the lowest cost provider.

Status: Vetoed

Veto Message: This bill would limit the amount that a county jail can charge for items in the jail canteen and the per minute rate that can be charged for phone calls and video communications. It would also prohibit commission provisions in telephone and communication service contracts to be negotiated and awarded to the lowest cost provider.

While I strongly support the goals of this bill, reducing financial stress that families of those in jail face and supporting the ability of those incarcerated to remain in contact with their families – I cannot support this bill in its current form. I am concerned it will have the unintended consequence of reducing important rehabilitative and educational programming for individuals in custody. I am committed to working with the Legislature and stakeholders to address this issue in the next legislative session in a manner that mitigates impacts on programming.

[SB 803](#) (*Beall*) *Mental health services: peer support specialist certification – Support:* Requires the Department of Health Care Services (DHCS) seek federal waivers necessary to establish a Medi-Cal demonstration or pilot project for the provision of peer support services in counties that agree to participate, and provide the nonfederal share of funding for a demonstration or pilot that includes a certified peer support specialist as a Medi-Cal provider type. Authorizes, subject to DHCS approval, a county or an agency representing the county, to develop a peer support specialist certification program. In addition, SB 803 establishes requirements for certification as a peer support specialist.

Status: Chapter 150, Statutes of 2020

[SB 823](#) (*Committee on Budget & Fiscal Review*) *Juvenile justice realignment: Office of Youth and Community Restoration – Oppose:* This budget trailer bill contains the changes required to implement the 2020 Budget Act, and operationalize the realignment of the California Department of Corrections and Rehabilitation, Division of Juvenile Justice, to counties.

Status: Chaptered, Statutes of 2020 – Chapter number not yet available

[SB 1196](#) (*Umberg*) *Price gouging – Support:* Includes a person or entity that was not selling specified goods and services prior to the proclamation or declaration of an emergency, within the scope of the crime of price gouging. Allows the governor or the Legislature to extend the time frame for price gouging beyond 30 days without requiring a new extension at the end of each 30-day period.

Status: Chaptered, Statutes of 2020 – Chapter number not yet available

New Housing/Homelessness Laws

High on the priority list amongst lawmakers this year was addressing housing and homelessness. One of the largest disappointments of the 2019-2020 legislative session is the failure of a number of housing and homelessness proposals to reach the governor's desk. As a result, we anticipate a number of reintroductions pertaining to the issues in December, as well as some brand-new measures that may impact the County. That said, below are a number of housing and homelessness bills signed by the governor this year.

[AB 434](#) (*Daly*) *Housing financing programs: uniform procedures:* This bill, supported by the County, aligns six rental housing programs with the Multifamily Housing Program, to enable the state Department of Housing and Community Development to implement a single application and scoring system for making coordinated awards under all seven programs, starting on January 1, 2022.

Status: Chapter 192, Statutes of 2020

[AB 725](#) (Wicks) *General plans: housing element: moderate-income and above moderate-income housing: suburban and metropolitan jurisdictions*: This bill requires metropolitan and suburban jurisdictions, through their housing element process, to ensure that more land is zoned for medium-density housing. It would require at least 25% of a jurisdiction's share of the regional housing need for moderate- and above moderate-income housing be allocated to sites with zoning that allows at least four units of housing, with moderate income sites being capped at a density of 100 units per acre. This bill does not apply to housing elements due before January 1, 2022.

Status: Chapter 193, Statutes of 2020

[AB 831](#) (Grayson) *Planning and zoning: housing: development application modifications*: Makes changes to the procedure for development projects approved by the streamlined, ministerial process created by [SB 35](#) (Wiener Chapter 366, Statutes of 2017), by specifying how local governments must approve and construct public improvements provided in conjunction with the streamlined, ministerial development project in a manner that would not inhibit, chill, or preclude the development.

Status: Chapter 194, Statutes of 2020

[AB 1561](#) (Garcia, C) *Planning and zoning: housing element and entitlement extensions*: Requires cities and counties to evaluate the impact of government actions on the cost of housing and associated impacts to minority communities. In addition, the measure extends, by 18 months, the time frame for the expiration, effectuation, or utilization of a housing entitlement for any housing entitlement that was issued prior to, and was in effect on, March 4, 2020, and will expire prior to December 31, 2021.

Status: Chapter 195, Statutes of 2020

[AB 1851](#) (Wicks) *Religious institution affiliated housing development projects: parking requirements*: Allows a religious institution to develop an affordable housing project at a place of worship owned by the religious institution even if the development requires the religious institution to reduce the number of parking spaces available at the place of worship.

Status: Chapter 196, Statutes of 2020

[AB 1885](#) (Committee on Budget) *Debtor exemptions: homestead exemption*: The homestead exemption protects the value of a homeowner's primary residence in the event of a bankruptcy, by providing that a specified portion of equity in a homestead is exempt from execution to satisfy a judgement debt. AB 1885 increases the homestead exemption to the greater of \$300,000, or the countywide median sale price of a single-family home in the year prior to the year in which the judgement debtor claims the exemption, not to exceed \$600,000.

Status: Chapter 94, Statutes of 2020

[AB 1979](#) (Friedman) *Foster youth: housing*: Addresses the affordable housing needs of youth in the child welfare system by expanding the definition of a supervised independent living setting to include a transitional living setting approved by the county to support youth entering or reentering care or transitioning between placements. In addition, it requires counties to examine their ability to meet the emergency housing needs of nonminor dependents.

Status: Chapter 141, Statutes of 2020

[AB 2174](#) (Gallagher) *Homeless multidisciplinary personnel teams*: Permits the counties of Yuba and Sutter to establish a joint homeless adult and family multidisciplinary personnel team in order to facilitate the expedited identification, assessment, and linkage of homeless individuals to housing and supportive services.

Status: Chapter 143, Statutes of 2020

[AB 2275](#) (Nazarian) *State armories: homeless shelters: security*: Changes a requirement that cities and counties ensure local law enforcement visit a state armory each night it is used as a shelter, to a requirement that cities and counties request that law enforcement visit each night it is used as a shelter.

Status: Chapter 145, Statutes of 2020

[AB 2345](#) (Gonzalez) *Planning and zoning: density bonuses: annual report: affordable housing:* Revises Density Bonus Law to increase the maximum allowable density and the number of concessions and incentives a developer can seek.

Status: Chapter 197, Statutes of 2020

[AB 2553](#) (Ting) *Shelter crisis declarations:* Expands the Shelter Crisis Act to all cities and counties in California, adds safe parking sites as an eligible form of shelter, and extends the sunset to 2026.

Status: Chapter 147, Statutes of 2020

[AB 2960](#) (Gipson) *Shelter crises: fire and life safety standards:* Allows a local government to permit the operation of a year-round emergency shelter, using reasonable alternative fire and safety standards that do not comply with state building standards for local fire and safety standards, if the standards have been approved by the State Fire Marshall.

Status: Chapter 148, Statutes of 2020

[AB 3088](#) (Chiu) *Tenancy: rental payment default: mortgage forbearance: state of emergency: COVID-19:* Establishes a moratorium on evictions for non-payment of rent due to COVID-19 financial hardship, subject to conditions, until January 31, 2021. In addition, the bill establishes procedural protections for small landlords who become delinquent on their mortgage payments. AB 3088 does not forgive any payment obligations that a tenant has under a lease.

Status: Chapter 37, Statutes of 2020

[AB 3182](#) (Ting) *Housing: governing documents: rental or leasing of separate interests: accessory dwelling units:* This bill requires common interest developments to allow at least 25% of owners to rent or lease out their units.

Status: Chapter 198, Statutes of 2020

[AB 3308](#) (Gabriel) *School districts: employee housing:* Allows school districts to restrict occupancy of affordable housing on school district-owned land, funded with low income housing tax credits to teachers and school district employees of the school district that owns the land, regardless of any laws that would prohibit a priority or preference for school district employees and teachers. Allows public employees to also occupy the housing constructed under this provision.

Status: Chapter 199, Statutes of 2020

[SB 288](#) (Wiener) *California Environmental Quality Act: exemptions: transportation-related projects:* This bill exempts, from the California Environmental Quality Act, until 2023, various transit-related projects such as pedestrian and bicycle facilities projects, transit prioritization projects, and projects for the institution or increase of new bus rapid transit, bus, or light rail service on existing public rights-of-way or existing highway rights-of-way.

Status: Chaptered, Statutes of 2020 – Chapter number not yet available

[SB 940](#) (Beall) *Housing Crisis Act of 2019: City of San Jose:* This bill grants the City of San Jose flexibility in meeting the no net loss in residential capacity requirements of [SB 330](#) (Skinner, Chapter 654, Statutes of 2019).

Status: Chaptered, Statutes of 2020 – Chapter number not yet available

[SB 1030](#) (Committee on Housing) *Housing:* This bill makes non-controversial changes to sections of law relating to housing. Among other provisions, it contains:

- Surplus Land Act cleanup;

- [AB 1255](#) (Rivas, Chapter 661, Statutes of 2019) cleanup, which required each city and county to report an inventory of its surplus lands to the State Department of Housing and Community Development for inclusion in a digitized inventory of state surplus land sites;
- Housing element cleanup;
- Housing Accountability Act cleanup;
- [AB 2162](#) (Chiu, Chapter 753, Statutes of 2018) cleanup, which streamlined affordable housing projects that include supportive housing units and onsite supportive services;
- 2019 accessory dwelling unit legislation cleanup;
- Provisions related to Los Angeles County Development Authority Housing Advisory Committee membership; and
- No Place Like Home Program (NPLH) cleanup which makes the NPLH capitalized operating subsidy reserves (the precursor to NPLH), a grant.

Status: Chapter 165, Statutes of 2020

[SB 1065](#) (Hertzberg) *CalWORKs: homeless assistance:* This bill makes a series of changes to the CalWORKs Homeless Assistance Program.

Status: Chapter 152, Statutes of 2020

[SB 1079](#) (Skinner) *Residential property: foreclosure:* This bill contains provisions intended to mitigate against blight, vacancy, and the transfer of residential property ownership from owner-occupants to corporate landlords in the event that California experiences a wave of foreclosures.

Status: Chaptered, Statutes of 2020 – Chapter number not yet available

[SB 1148](#) (Jones) *Mortgages and deeds of trust: foreclosure:* This bill alters the default geographic range in which a mortgage trustee may publish a notice of foreclosure sale in a nonjudicial foreclosure. This bill also prohibits courts from charging a filing fee for a declaration of nonmonetary status, filed when a mortgage trustee is a party to an action solely by virtue of their status as trustee.

Status: Chaptered, Statutes of 2020 – Chapter number not yet available

[SB 1157](#) (Bradford) *Tenancy: credit reporting: lower income households:* This bill requires, beginning July 1, 2021, and until July 1, 2025, any landlord of an assisted housing development, except as specified, to offer the tenant or tenants obligated on the lease of each unit, the option of having the tenant's rental payments reported to a consumer reporting agency, as provided, and authorizes a landlord to require the tenant to pay a fee not to exceed the lesser of the actual cost to the landlord to provide the reporting service or \$10 per month.

Status: Chaptered, Statutes of 2020 – Chapter number not yet available

[SB 1190](#) (Durazo) *Tenancy: termination:* This bill extends existing provisions of law authorizing a tenant to terminate a tenancy when the tenant or a household member is a victim of domestic violence, sexual assault, stalking, human trafficking, or elder and dependent adult abuse, to also include a crime that caused bodily injury or death, the exhibition, drawing, brandishing, or use of a firearm or other deadly weapon or instrument, or that included the use of force or threat of force against the victim. SB 1190 also expands these provisions to apply if an immediate family member of the tenant is a victim of an eligible crime, as provided.

Status: Chaptered, Statutes of 2020 – Chapter number not yet available

[SB 1212](#) (Rubio) *Joint powers authorities: San Gabriel Valley Regional Housing Trust: board of directors:* Changes the membership and term requirements for the San Gabriel Valley Regional Housing Trust's board of directors.

Status: Chaptered, Statutes of 2020 – Chapter number not yet available

New Behavioral Health Laws

In addition to homelessness and housing, behavioral health was, and will be, a high priority this year and beyond. Below are bills signed into law on the subject in 2020.

[AB 465](#) (*Eggman*) *Mental health workers: supervision*: Provides that if mental health professionals participate in a program assisting law enforcement in serving the community, or respond to calls for service instead of law enforcement, that those mental health professionals are supervised by licensed mental health professionals.

Status: Chapter 137, Statutes of 2020

[AB 1544](#) (*Gipson*) *Community Paramedicine or Triage to Alternate Destination Act*: Establishes the Community Paramedicine or Triage to Alternate Destination Act of 2020, which permits local emergency medical services agencies, with approval by the Emergency Medical Services Authority, to develop programs to provide community paramedic or triage to alternate destination services in one of the following specialties: 1) providing directly observed tuberculosis therapy; 2) providing case management services to frequent emergency medical services users; 3) providing hospice services to treat patients in their homes; and, 4) providing patients with transport to an alternate destination, which can either be an authorized mental health facility, or an authorized sobering center. Sunsets the provisions of this bill on January 1, 2024.

Status: Chapter 138, Statutes of 2020

[AB 1766](#) (*Bloom*) *Licensed adult residential facilities and residential care facilities for the elderly: data collection: residents with a serious mental disorder*: Requires the state Department of Social Services to annually report the number of board-and-care homes that serve low-income Californians living with a severe mental illness, track their closures, and notify county behavioral health departments within three days of receiving notice that an operator plans to close a home.

Status: Chapter 139, Statutes of 2020

[AB 1976](#) (*Eggman*) *Mental health services: assisted outpatient treatment*: Amends Laura's Law, making it permanent and requiring all counties implement the program, unless they formally opt out of doing so.

Status: Chapter 140, Statutes of 2020

[AB 2112](#) (*Ramos*) *Suicide prevention*: Authorizes the Department of Public Health to establish the Office of Suicide Prevention to, among other functions, provide information and technical assistance to statewide and regional partners regarding best practices on suicide prevention policies and programs, and conduct and convene experts and stakeholders to encourage collaboration and coordination of resources for suicide prevention.

Status: Chapter 142, Statutes of 2020

[AB 2265](#) (*Quirk-Silva*) *Mental Health Services Act: use of funds for substance use disorder treatment*: Supported by Orange County, AB 2265 allows counties to use funds from the Mental Health Services Act to treat and assess people believed to be suffering from co-occurring mental health and substance use disorders.

Status: Chapter 144, Statutes of 2020.

[AB 3242](#) (*Irwin*) *Mental health: involuntary commitment*: Authorizes an examination, assessment, or evaluation that is specified, required, or authorized by existing law as it relates to the involuntary commitment and treatment of individuals under the Lanterman-Petris-Short Act, to be conducted using telehealth.

Status: Chapter 149, Statutes of 2020

[SB 803](#) (*Beall*) *Mental health services: peer support specialist certification*: Supported by the County, SB 803 requires the Department of Health Care Services (DHCS) to seek federal waivers necessary to establish

a Medi-Cal demonstration or pilot project for the provision of peer support services in counties that agree to participate, and provide the nonfederal share of funding for a demonstration or pilot that include a certified peer support specialist as a Medi-Cal provider type. Authorizes, subject to DHCS approval, a county or an agency representing the county, to develop a peer support specialist certification program. In addition, SB 803 establishes requirements for certification as a peer support specialist.

Status: Chapter 150, Statutes of 2020

[SB 855](#) (*Wiener*) *Health coverage: mental health or substance use disorders:* This bill repeals California's mental health parity law and replaces it with a broader requirement on health plans and disability insurers to cover medically necessary treatment of mental health and substance use disorders under the same terms and conditions applied to other medical conditions, establishes new requirements for medically necessary care determinations and utilization review, and bans discretionary clauses in health plan contracts.

Status: Chapter 151, Statutes of 2020

Budget Act of 2020-21 and Budget Trailer Bills

Governor Gavin Newsom signed [SB 74](#), the 2020-21 Budget Act, on June 29th, and the following trailer bills and junior budget bills have now been signed into law.

- [AB 75](#) Budget Act of 2019: augmentation, Chapter 9, Statutes of 2020
- [AB 76](#) Education finance: apportionments, Chapter 5, Statutes of 2020
- [AB 78](#) I-Bank, Chapter 10, Statutes of 2020
- [AB 79](#) Human Services, Chapter 11, Statutes of 2020
- [AB 80](#) Health, Chapter 12, Statutes of 2020
- [AB 81](#) Quality Assurance Fee, Chapter 13, Statutes of 2020
- [AB 82](#) General Government, Chapter 14, Statutes of 2020
- [AB 83](#) Housing, Chapter 15, Statutes of 2020
- [AB 84](#) Public Employment and Retirement – CalSTRS/CalPERS, Chapter 16, Statutes of 2020
- [AB 85](#) State taxes and charges, Chapter 8, Statutes of 2020
- [AB 89](#) Amendments to the Budget Act of 2020 (Budget Bill Jr.), Chapter 7, Statutes of 2020
- [AB 90](#) Transportation, Chapter 17, Statutes of 2020
- [AB 92](#) Resources, Chapter 18, Statutes of 2020
- [AB 93](#) Earned Income Tax Credit, Chapter 19, Statutes of 2020
- [AB 100](#) Elections (General Government #2), Chapter 20, Statutes of 2020
- [AB 102](#) CalSavers – Retirement Savings, Chapter 21, Statutes of 2020
- [AB 103](#) Unemployment Insurance, Chapter 22, Statutes of 2020
- [AB 107](#) State government, Chaptered, Statutes of 2020 – Chapter number not yet available
- [AB 119](#) State Employment: State Bargaining Units, Chapter 23, Statutes of 2020
- [AB 1864](#) Financial institutions: regulation: Department of Financial Protection and Innovation, Chapter 157, Statutes of 2020
- [AB 1867](#) Small employer family leave mediation: handwashing: supplemental paid sick leave, Chapter 45, Statutes of 2020
- [AB 1869](#) Criminal fees, Chapter 92, Statutes of 2020
- [AB 1872](#) Cannabis, Chapter 93, Statutes of 2020
- [AB 1876](#) Personal income taxes: federal individual taxpayer identification number: earned income tax credits: young child tax credit, Chapter 87, Statutes of 2020
- [SB 98](#) K-12 Education, Chapter 24, Statutes of 2020 – [signing message](#)
- [SB 115](#) Budget Bill Jr. (amendments to 2020 Budget Act), Chapter 140, Statutes of 2020
- [SB 116](#) Higher Education, Chapter 25, Statutes of 2020
- [SB 118](#) Public safety, Chapter 29, Statutes of 2020
- [SB 119](#) State employment: State Bargaining Units, Chapter 30, Statutes of 2020

- [SB 820](#) Education Finance, Chapter 110, Statutes of 2020
- [SB 823](#) Juvenile justice realignment: Office of Youth and Community Restoration, Chaptered, Statutes of 2020 – Chapter number not yet available
- [AB 3330](#) Department of Consumer Affairs: boards: licensees: regulatory fees, Chaptered, Statutes of 2020 – Chapter number not yet available

Upcoming Hearings

To view hearings after they take place, you may access them in the [media archives](#) where they are generally available within a few hours of committee adjournment.

Wednesday October 7, 2020, 1:00 p.m. – [livestream](#)

[Assembly Budget Subcommittee No. 4 on State Administration](#)

Informational Hearing: Employment Development Department: Strike Team Assessment and Recommendations

Wednesday October 7, 2020, 1:00 p.m. – [livestream](#)

[Senate Special Committee on Pandemic Emergency Response](#)

Oversight Hearing: Workplace Health and Safety Issues during the COVID-19 Pandemic

Wednesday October 14, 2020, 9:30 a.m. – [livestream](#)

[Senate Labor, Public Employment, and Retirement](#)

Informational Hearing: Moving Beyond Crisis: An Exploration of Ongoing and Future efforts by the Employment Development Department to address the Covid-19 Crisis

Wednesday October 14, 2020, 2-4:00 p.m. – [livestream](#)

[Assembly Arts, Entertainment, Sports, Tourism, and Internet Media](#)

Informational Hearing: The Economic Power and Resilience of California's Tourism Industry

Governor's Press Releases

Below is a list of the governor's press releases as well as links to other relevant information linked in those press releases beginning September 23rd.

September 30: [Governor Newsom Takes Final Action of 2020 Legislative Season](#) – Signed: AB 323, AB 841, AB 1185, AB 1512, AB 1947, AB 1949, AB 2231, AB 2311, AB 2399, AB 2479, AB 2560, AB 2588, AB 2717, AB 2741, AB 2759, AB 2765, AB 2805, AB 3075, AB 3163, AB 3330, AB 3362, SB 522, SB 918, SB 973, SB 1189, SB 1192, SB 1232, SB 1264, SB 1301, SB 1349, SB 1371, SB 1473; Vetoed: AB 331, AB 1161, AB 1299, AB 1457, AB 1835, AB 1906, AB 1993, AB 2054, AB 2342, AB 3216, SB 182, SB 369, SB 555, SB 629, SB 1064, and SB 1220

September 30: [Governor Newsom Announces Appointments](#) – Southern California Regional Director at the California High-Speed Rail Authority; Director of Risk Management and Project Controls at the California High-Speed Rail Authority; Board of Professional Engineers, Land Surveyors, and Geologists; Board of Vocational Nursing and Psychiatric Technicians; Medical Board; Contractors State License Board; 1a District Agricultural Association, Grand National Rodeo, Cow Palace Fair Board of Directors; and the 21st District Agricultural Association, Big Fresno Fair Board of Directors.

September 30: [Governor Newsom Signs Critical Criminal Justice, Juvenile Justice and Policing Reform Package, Including Legislation Banning the Carotid Restraint](#) – AB 646, AB 732, AB 846, AB 901, AB 1196, AB 1304, AB 1506, AB 1775, AB 2321, AB 2425, AB 2512, AB 2606, AB 3043, AB 3234, SB 203, SB 480, SB 823, SB 1126, SB 1196, and SB 1290,

September 30: [Governor Newsom Signs Landmark Legislation to Advance Racial Justice and California's Fight Against Systemic Racism & Bias in Our Legal System](#) – AB 979, AB 2542, AB 3070, and AB 3121

September 30: [Governor Newsom Statement on Updated Federal Coronavirus Relief Package](#)

September 30: [Governor Newsom Signs Legislation Making California First in the Nation to Ban Toxic Chemicals in Cosmetics](#) – AB 2762 and SB 312

September 30: [TODAY: Governor Newsom to Sign Landmark Racial Justice, Criminal Justice and Policing Reform Legislation](#)

September 29: [In the Midst of the Worst Wildfire Season on Record, Governor Newsom Signs Legislation to Bolster State's Wildfire Preparedness and Response Efforts, Protect High-Risk Communities](#) – AB 913, AB 2386, AB 2421, AB 2730, AB 2756, AB 2968, AB 3012, AB 3074, AB 3267, SB 872, and SB 909

September 29: [Governor Newsom Announces Appointments](#) – Deputy Secretary of Behavioral Health, Deputy Secretary of Human Resources, Critical Infrastructure Protection Analysts, Assistant Director for Response North at the Governor's Office of Emergency Services, Southern Small Business Specialist at the Governor's Office of Business and Economic Development, and the California Water Commission

September 29: [Governor Newsom Issues Legislative Update](#) – Signed: AB 107, AB 890, AB 1124, AB 1205, AB 1281, AB 1458, AB 1525, AB 1657, AB 1989, AB 2061, AB 2077, AB 2101, AB 2104, AB 2118, AB 2157, AB 2253, AB 2273, AB 2287, AB 2288, AB 2338, AB 2362, AB 2416, AB 2537, AB 2617, AB 2644, AB 2658, AB 2699, AB 2723, AB 2731, AB 2847, AB 2850, AB 2884, AB 3087, AB 3220, AB 3372, SB 67, SB 86, SB 214, SB 275, SB 406, SB 493, SB 596, SB 702, SB 723, SB 865, SB 1044, SB 1244, SB 1380, SB 1472, and SB 1474; Vetoed: AB 826, AB 995, AB 1138, AB 1327, AB 1470, AB 2100, AB 2114, AB 2296, AB 2483, AB 2746, AB 3005, AB 3164, SB 68, SB 741, SB 757, SB 914, SB 972, and SB 1257

September 29: [Governor Newsom Signs Horse Racing Reform Legislation Increasing Safety and Transparency](#) – Signed: AB 1974 and SB 800

September 29: [Governor Newsom Signs Legislation to Protect Mountain Lions and Other Wildlife from Toxic Rodenticides](#) – AB 1788

September 29: [Governor Newsom Signs Legislation to Support Survivors of Sexual Assault, Domestic Violence and Other Crime and Abuse](#) – AB 1927, AB 1929, AB 1963, AB 2014, AB 2517, AB 3092, SB 1123, SB 1141, and SB 1276

September 28: [Governor Newsom Declares State of Emergency in Napa, Sonoma and Shasta Counties, Requests Presidential Major Disaster Declaration to Bolster Response to Fires Across State](#)
[Proclamation of a State of Emergency](#)
[Presidential-Major-Disaster-Request](#)

September 28: [Governor Newsom Signs Legislation Advancing California's Fight to Lower Prescription Drug Prices](#) – SB 852

September 28: [Governor Newsom Issues Legislative Update](#) – Signed: AB 838, AB 1731, AB 1984, AB 2017, AB 2043, AB 2107, AB 2151, AB 2165, AB 2276, AB 2325, AB 2463, AB 2655, AB 2809, AB 2844, AB 2920, AB 2967, AB 2992, AB 3073, AB 3137, AB 3369, SB 388, SB 587, SB 592, SB 860, SB 903, SB 907, SB 974, SB 998, SB 1003, SB 1231, SB 1305, SB 1384, and SB 1386; Vetoed: AB 515, AB 1845, AB 2040, AB 2046, AB 2092, AB 2405, SB 559, SB 912, SB 1102, SB 1341, and SB 1351

September 28: [Governor Newsom Announces \\$137 Million in Third Round of Homekey Awards and Announces Request to Legislature to Approve Additional \\$200 Million for Program](#)

September 28: [Governor Newsom Signs Legislation Boosting Housing Production in California to Fight Affordability Crisis](#) – Signed: AB 434, AB 725, AB 831, AB 1561, AB 1851, AB 2345, AB 3182, AB 3308, SB 288, SB 940, SB 1079, SB 1148, SB 1157, SB 1190, and SB 1212; Vetoed: AB 69

September 27: [Governor Newsom Takes Action on Legislation to Support California's Immigrant and Refugee Communities](#) – Signed: AB 1969, AB 2113, AB 2426, AB 2788, AB 3133, AB 3228, and SB 905

September 26: [Governor Newsom Signs Legislation Strengthening Protections for LGBTQ+ Californians](#) – AB 1145, AB 2218, SB 132, SB 932, and SB 1255

September 25: [Governor Newsom Issues Legislative Update](#) – Signed: AB 713, AB 2068, AB 2196, AB 3139, AB 3175, SB 146, SB 432, SB 1030, and SB 1441; Vetoed – AB 2004, AB 2164, AB 2360, AB 2387, SB 179, SB 980, and SB 1207

September 25: [Governor Newsom Declares State of Emergency in Del Norte, Los Angeles and Mendocino Counties, Signs Order to Support Communities Impacted by Wildfires](#)
[Proclamation of a State of Emergency](#)

[Executive Order N-81-20](#)

September 25: [On Native American Day, Governor Newsom Takes Action to Restore Land, Promote Equity for California Native Communities](#) – Signed: AB 168, AB 275, AB 1426, AB 2314, AB 3099, and SB 869

September 25: [Governor Newsom Signs Legislation Establishing Nation's Strongest State Consumer Financial Protection Watchdog](#) – AB 70, AB 376, AB 499, AB 1551, AB 1864, AB 2471, AB 2524, AB 2559, AB 3254, SB 342, SB 908, and SB 1117

September 25: [Governor Newsom Signs Bills to Expand Access to Quality Behavioral Health Care for all Californians & Help Homeless Californians Suffering Extreme Mental Illness on Our Streets & Sidewalks](#) – Signed: AB 465, AB 1544, AB 1766, AB 1976, AB 1979, AB 2112, AB 2174, AB 2275, AB 2377, AB 2553, AB 2960, AB 3242, SB 803, SB 855, and SB 1065

September 24: [Governor Newsom Releases California Climate Investment Framework](#)
[California Climate Investment Framework](#)

September 24: [Governor Newsom Issues Legislative Update](#) – Signed: AB 896, AB 1082, AB 1710, AB 2013, AB 2149, AB 2172, AB 2199, AB 2210, AB 3374, SB 653, SB 878, SB 928, SB 929, SB 930, and SB 1307; Vetoed: AB 545, AB 1066, and AB 3053

September 24: [Governor Newsom Signs Legislation Strengthening California's Climate Leadership](#) – AB 639, AB 793, AB 2663, AB 2800, AB 3214, SB 895, and SB 1320

September 24: [On California Climate Action Day, Governor Newsom Launches Nation's First Statewide Climate Corps](#)

September 23: [Governor Newsom Signs Executive Order in Response to COVID-19](#)
[Executive Order N-80-20](#)

September 23: [Governor Newsom Statement on Selection of New CSU Chancellor](#)

September 23: [Governor Newsom Announces California Will Phase Out Gasoline-Powered Cars & Drastically Reduce Demand for Fossil Fuel in California's Fight Against Climate Change](#)
[Executive Order N-79-20](#)

4. Washington DC Legislative Report

Prepared by Van Scoyoc Associates

CAPITOL HILL

House Passes Continuing Resolution to Avert Shutdown, Senate to Vote at 11th Hour

The Senate is expected to vote the evening of September 30th, just hours before the end of the fiscal year, to pass the Continuing Resolution (CR) to keep the federal government open and avert a shutdown. The legislation extends funding through December 11th. Last week, the House passed the bill by a bipartisan vote of 359-57. The bill was reached to provide aid to farmers and food assistance for low-income families.

The text of H.R. 8337 can be found [here](#) and a section-by-section summary of the legislation is [here](#).

As we have previously reported, looking forward, appropriators have agreed that they will try to meet the December 11 deadline for passing the FY21 appropriations bills. As you know, the Senate Appropriations Committee paused action on its bills because of the threat of controversial amendments. In the House, the Committee approved all 12 bills and 10 of them have been considered and passed on the Floor.

Senate appropriations staff is reportedly working to finalize their bills with the goal of releasing the text this fall; the Committee is not expected to formally consider their bills and instead some of kind of an informal conference process is expected to take place. How successful that process is may depend on the outcome of the November elections. We understand that the text of non-controversial appropriations bills may be posted after the elections. However, when/if the text of more controversial bills, which includes the Labor-HHS bill, will be released is unclear.

Mnuchin and Pelosi Agree to Restart Stimulus Talks, House Prepares Backup Plan

Throughout the week, Treasury Secretary Steve Mnuchin and Speaker of the House Nancy Pelosi (D-CA) have held lengthy negotiations for an additional round of coronavirus aid. Mnuchin has increased the top-line funding level from \$1.2 trillion up to \$1.5 trillion. Meanwhile Pelosi brought down her top-line level to \$2.2 trillion, down from \$3.2 trillion originally. Pelosi has told the media the biggest hurdles are finding an agreement on state and local aid and liability protections.

While the two negotiators continue to find an agreement, House Democrats as a backup plan released an updated version of the Heroes Act. The package is scaled back by about a trillion from roughly \$3.2 trillion to \$2.2 trillion. Among the many provisions, the bill: provides \$179 billion to local governments; provides \$32 billion for transit, provides \$13.5 billion for airports; and expands the use of CARES Act funds to cover lost, delayed, or decreased revenue stemming from COVID-19 and extends the date of expenditures for CARES Act funding to December 31, 2021.

For state and local governments, the new HEROES Act would create new State and Local Coronavirus Relief Funds through the Department of Treasury to help first responders, frontline health workers, transit employees, teachers, and other workers providing vital services. \$179 billion specifically for local governments, split equally between counties and municipalities. The \$89.5 billion for municipalities would be split using a modified CBDG formula, while the \$89.5 billion for counties would be divided by population. The Funds can be used for COVID-related expenses, to replace foregone revenues not projected on January 31, 2020, or to respond to negative economic impacts of COVID. Funds are available until expended, providing flexibility over the next several years and would be mostly awarded within 30 days.

The measure attempts to improve the use of previously allocated CARES Act funds by expanding the use of funds to cover lost, delayed, or decreased revenue stemming from the COVID public health emergency and extends the date of expenditure for CARES funds to December 31, 2021.

As of press time, it is unclear if this latest package will move the needle and result in a package moving through both chambers anytime soon. Speaker Pelosi (D-CA) and Treasury Secretary Mnuchin are having frequent conversations per a tweet from her spokesperson. The House is expected to vote this week on either this package or a bipartisan deal if an agreement can be reached. At a minimum, the bill is likely intended to provide cover for moderate Members as the House prepares to break for the elections.

Links to key materials:

[Updated bill text](#)

[One-pager on the legislation](#)

[Section-by-section summary](#)

[Additional information on the state and local relief provisions](#)

AGENCIES

White House Announces Plan to Distribute 150 Million Point of Care Tests

President Trump announced his plans to distribute 150 million rapid, point-of-care tests made by Abbott Company. Of the 150 million, 50 million will go to nursing homes, home health, and assisted living facilities. The remaining 100 million will go to state and territorial governments for the purpose of reopening their schools and economies. According to President Trump, the device will provide a COVID-19 diagnosis within 15 minutes. According Admiral Brett Giroir, the COVID-19 testing czar, the 100 million tests are being sent to governors already, with each governor determining how best to use their allotment of tests. The full statement can be found [HERE](#).

Federal Rehousing Resources

The Department of Housing and Urban Development (HUD) released a guidance document to address and list resources intended to help design and improve comprehensive rehousing plans that assists households most impacted by COVID-19. The guidance document can be viewed [here](#).

Half of Economic Development Agency (EDA) CARES Act Funding Still Available

The Department of Commerce indicated that to date, the EDA has obligated 756 CARES Act Recovery Assistance grants to states and communities across the nation, totaling more than \$743.5 million, or just 51 percent of the \$1.467 billion appropriated. This means that almost half of the CARES Act Money allocated to the EDA is still available. The funds are being administered under the EDA's Economic Adjustment Assistance (EAA) Program. The EAA Program is able to assist states and local entities with a wide variety of strategy and implementation grants, and is the EDA's most flexible program for state and local governments. The CARES Act money can also be used to establish regional revolving loan funds. The full Notice of Funding Opportunity, frequently asked questions, and other supporting documents can be found [here](#).

VA's Home Loan Guaranty Program COVID-19 Regulatory Relief

The Department of Veterans Affairs (VA) announced that VA is allowing home mortgage loan deferments for Veterans who have experienced financial hardships due to the COVID-19 national emergency. Under the CARES Act loan forbearance program, borrowers who have federally backed loans can receive forbearance of their monthly home loan payments, for up to 360 days. As Veterans exit their CARES Act forbearance periods, they must work with their mortgage company to determine when to repay the missed amounts.

To protect against predatory lending, VA regulations generally prohibit a large, lump-sum balloon payment from being included in the loan. However, temporarily waiving the regulation in these limited circumstances means Veterans have additional options when resuming regular monthly payments after a CARES Act forbearance — without penalty, additional interest, or late fees.

VA cannot require mortgage companies to offer loan deferments. Veterans who want to know whether loan deferment is an option should consult their mortgage company directly.

Treasury Issues Notice of Allocation Availability for New Market Tax Credits

The Treasury Department has issued a Notice of Allocation Availability (NOAA) announcing that it is accepting applications for the calendar year 2020 allocation round of the New Markets Tax Credit (NMTC) Program.

The NMTC Program incentivizes community development and economic growth through the use of tax credits that attract private investment to distressed communities. The NMTC Program attracts private capital into low-income communities by permitting individual and corporate investors to receive a tax credit against their federal income tax in exchange for making equity investments in Community Development Entities (CDEs).

Through this NOAA, the CDFI Fund announces the availability of \$5 billion of NMTC allocation authority. Applications are due by November 16, 2020 and awards will be announced in summer 2021.

Application materials, the full announcement, eligibility requirements, and other supporting documents can be found [here](#).

HHS Announces \$200 million for State Governments for COVID Vaccine Preparedness

The Department of Health and Human Services (HHS) and the Centers for Disease Control and Prevention (CDC) announced \$200 million in funding for state governments, as well as a handful of major cities, for

COVID-19 vaccine preparedness activities. The grants will go to states primarily based on population. As reported last week, the Trump Administration issued its strategy for vaccine distribution, which largely relies on state governments to develop and execute their plans. The plans must be submitted to HHS by the middle of October. This latest round of funding will help states formulate and execute their plans. The full announcement can be found [HERE](#).

If you or your staff have any questions or require additional information on any of the items in this bulletin, please contact Peter DeMarco at 714-834-5777.



AGENDA STAFF REPORT

Agenda Item

16

ASR Control 20-000647

MEETING DATE: 10/06/20
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

CEO CONCUR Concur	COUNTY COUNSEL REVIEW No Legal Objection	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A
Staffing Impact: No **# of Positions:** **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A **County Audit in last 3 years:** No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

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

1. Approve Grant Award – Health Care Agency – Emergency Solutions Grant Program – CARES Act – \$2,444,700.
2. Receive and File Grant Report.

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Grants Report



Grants Report

DRAFT

County Executive Office/Legislative Affairs

October 6, 2020
Item No : 16

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 October 6, 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:

1. Approve Grant Award – Health Care Agency – Emergency Solutions Grant Program – CARES Act – \$2,444,700.
2. Receive and File Grants Report.



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / GRANT AWARD

Today's Date:	09/28/2020
Requesting Agency/Department:	Health Care Agency Office of Care Coordination
Grant Name and Project Title:	State of California Coronavirus Aid, Relief and Economic Security Act, Emergency Solutions Grant Program
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	State of California Department of Housing and Community Development
Application Amount Requested:	\$2,444,700
Application Due Date:	July 20, 2020
Board Date when Board Approved this Application:	June 23, 2020
Awarded Funding Amount:	\$2,444,700
Notification Date of Funding Award:	September 17, 2020
Is this an Authorized Retroactive Grant Application/Award? <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Each allocation is a new grant award. The previous grants awarded were 2017: \$1,098,072 2018: \$584,187 2019: \$605,188 2020: \$640,283
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: State designated Administrative Entity.
County Match?	Yes <input type="checkbox"/> Amount ____ or __ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	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 Emergency Solutions Grant (ESG) program provides funding to (1) engage individuals and families experiencing unsheltered homelessness; (2) improve the number and quality of emergency shelters for individuals and families experiencing homelessness; (3) help operate these shelters; (4) provide essential services to participants of shelter programs; (5) rapidly re-house individuals and families experiencing homelessness; and (6) prevent families and individuals from becoming homeless.

On March 30, 2016, the State Department of Housing and Community Development (HCD) approved the County of Orange (County), in collaboration with the Orange County Continuum of Care (CoC), as the Administrative Entity (AE) for allocation of ESG funding.

On March 27, 2020, Congress passed the Coronavirus Aid, Relief and Economic Security Act (CARES) Act. The CARES Act identified additional funding for the Emergency Solutions Grant (ESG) Program, the Community Development Block Grant (CDBG) Program, and the Housing Opportunities for Persons with AIDS (HOPWA)



CEO-Legislative Affairs Office Grant Authorization eForm

Program to support preparation for and response to the community impacts of the COVID-19 pandemic. The distribution plan of the U.S. Department of Housing and Urban Development (HUD) for the additional funding includes multiple phases to address the immediate crisis resulting from the rising pandemic and post-pandemic community recovery.

On May 11, 2020, HCD announced the release of the 2020 ESG CARES Act Stimulus (ESG-CV1) Notice of Funding Availability (NOFA) for the Continuum of Care Allocation. The Orange County CoC received an allocation amount of \$2,444,700, which includes the County as the AE retaining \$128,700 for grant administration and the remaining amount of \$2,316,000 available for homeless prevention, emergency shelter, rapid rehousing, and other related eligible activities. The Health Care Agency (HCA) Office of Care Coordination pursued this grant opportunity to bring additional funding and resources to provide homeless prevention and rapid rehousing services for individuals and families experiencing homelessness. The application was submitted to HCD on July 17, 2020.

On September 17, 2020, HCA received an award announcement letter of ESG-CV1 funding for eligible program activities. HCA is bringing the award to the Board of Supervisors for approval and authorization to execute the State Standard Agreement 20-ESGCV1-00008 with HCD.

The Office of Care Coordination will submit contracts with selected sub-recipients of the ESG-CV1 Program funding to the Board of Supervisors for approval upon selection at a later date.

Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the Resolution)</small>	

Recommended Action/Special Instructions <small>(Please specify below)</small>
<ol style="list-style-type: none"> 1. Accept and approve the grant award from the State of California Department of Housing and Community Development for the Emergency Solutions Grant CARES Act Program funds in the amount of \$2,444,700. 2. Authorize the Health Care Agency Director or designee to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Emergency Solutions Grant CARES Act Program or the grant award. 3. Authorize the Health Care Agency Director or designee to use the Emergency Solutions Grant CARES Act Program grant award funding to administer contracts with selected sub-recipients to carry out program services.

Department Contact :	<small>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</small>
Jason Austin, Director HCA Office of Care Coordination jaustin@ochca.com (714) 834-5000	

Name of the individual attending the Board Meeting:	<small>List the name of the individual who will be attending the Board Meeting for this Grant Item:</small>
Jason Austin, Director HCA Office of Care Coordination jaustin@ochca.com (714) 834-5000	



Revision to ASR and/or Attachments

Date: 9/28/20
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: **Dylan Wright, Director, OC Community Resources**
Re: ASR Control #: 20-000418, Meeting Date 10/6/20, Item No. #17
Subject: Park Abandonment and Authorization to Convey Land - Aliso and Wood Canyons

CLERK OF THE BOARD OF SUPERVISORS
BOARD OF SUPERVISORS
2020 SEP 29 PM 2:01
RECEIVED

Explanation:

Modification to the staff report is requested to recognize the continuation request which moved the item from 9/1/2020 to 10/6/2020.

Revised Recommended Action(s)

2. On ~~September 1~~ October 6, 2020:

A. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Class 5 (Minor Alterations in Land Use Limitations) pursuant to CEQA Guidelines, Section 15305.

Make modifications to the:

Subject Background Information Summary Financial Impact

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



Revision to ASR and/or Attachments

Date: September 28, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: County Counsel
Re: ASR Control #: 20-000769, Meeting Date 10/06/2020, Item No. # 19
Subject: Condemnation Action, San Bernardino County, Prado Dam Project

RECEIVED
2020 SEP 28 PM 1:43
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE
CALIFORNIA

Explanation:

Modifications to the Recommended Actions are necessary to reflect the accurate environmental documents being considered. A California Environmental Quality Act compliance paragraph is also added to the Background Section. In addition, attachment H, containing a link to the environmental document, is added.

Revised Recommended Action(s)

Revise Recommended Actions 2, a, b, and c.

2. At the conclusion of the hearing, make the following findings:

a) Final Environmental Impact Report No. 583 (Final EIR No. 583) was previously certified on November 28, 1989, and reflects the independent judgment of the Orange County Flood Control District as Lead Agency. Final Supplemental Environmental Impact Statement/Environmental Impact Report No. 583 (Final Supplemental EIS/EIR No. 583) was previously certified on December 19, 2001, and reflects the independent judgment of the Orange County Planning Commission as Lead Agency. Final EIR ~~Environmental Impact Report~~ No. 583 and Final Supplemental EIS/EIR Environmental Impact Statement No. 583 adequately addressed and fully analyzed project environmental impacts for the Santa Ana River Mainstem Project, as well as the Prado Dam Project, which is a necessary and contemplated element of the Santa Ana River Mainstem Project. Both the Final EIR No. 583 Environmental Impact Report and the Final Supplemental EIR/EIS No. 583 Environmental Impact Statement are complete and adequately satisfy the requirements of CEQA for the Santa Ana River Mainstem Project, which includes the Prado Dam Project.

b) The circumstances of the Project are substantially the same as when Final ~~Environmental Impact Report EIR No. 583 and Final Supplemental EIS/EIR Final Environmental Impact Statement No. 583~~ were certified adopted, and Final ~~EIR Environmental Impact Report No. 583 and Final Supplemental EIS/EIR Environmental Impact Statement No. 583~~ adequately addressed the effects of the proposed project. For purposes of CEQA, no substantial changes have been made in the project, no substantial changes have occurred in the circumstances under which the project is being undertaken and no new information of substantial importance to the project that was not known or could not have been known when the prior Final EIR Environmental Impact Report No. 583 and Final Supplemental Environmental Impact Statement EIS/EIR No. 583 were certified has become known in relation to this proposed condemnation action. Thus, no further CEQA review is required.

c) Final ~~EIR Environmental Impact Report No. 583 and Final Supplemental Environmental Impact Statement EIS/EIR No. 583~~ are adequate to satisfy the requirements of CEQA for the proposed condemnation action.

Make modifications to the:

Subject Background Information Summary Financial Impact

Add:

COMPLIANCE WITH CEQA: The acquisition of property is a necessarily included element of the project considered in Final EIR No. 583, certified by the Board of Supervisors on November 28, 1989, and Final Supplemental EIS/EIR No. 583, certified on December 19, 2001, which adequately addressed the effects of the proposed project. No substantial changes have been made in the project, no substantial changes have occurred in the circumstances under which the project is being undertaken, and no new information of substantial importance to the project which was not known or could not have been known when the Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 were certified has become known; therefore no further environmental review is required.

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

Add Attachment H as follows:

Attachment H – Final Supplemental Environmental Impact Statement/Environmental Impact Report No. 583

<https://ocgov.box.com/s/f9a51iy16c9y25msu4b03ngxq13p4kng>

RECEIVED

2020 SEP 29 PM 2:21

AGENDA STAFF REPORT



CLET
BOARD

Agenda Item

316A

ASR Control

MEETING DATE: 10/06/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Supervisor Lisa Bartlett
Supervisor Andrew Do

DEPARTMENT CONTACT PERSON(S): Doug Woodyard, (714) 834-3550
Chris Wangsaporn (714) 834-3110

LB

Andrew Do

SUBJECT: Creation of Office of Suicide Prevention

RECOMMENDED ACTION(S):

1. Receive and File Community Suicide Prevention Initiative – Board of Supervisors Progress Report.
2. Direct the County Executive Officer and the Health Care Agency Director to establish an Office of Suicide Prevention, within the Behavioral Health Department, to coordinate the provision of suicide prevention activities and implement the Community Suicide Prevention Initiative’s Action Plan.

SUMMARY:

Establishing an Office of Suicide Prevention within the Health Care Agency (HCA) for the purpose of implementing the Community Suicide Prevention Initiative Action Plan will help reduce death by suicide in Orange County.

BACKGROUND INFORMATION:

On March 12, 2019, the Board of Supervisors (Board) directed HCA to allocate \$600,000 to create a countywide suicide prevention initiative with the goal of increasing awareness and accessibility to available resources, hosting community educational events, and reducing suicide in Orange County. As a result, the HCA, awarded a contract to Mind OC, Inc., effective July 1, 2019, through June 30, 2021, for an amount not to exceed \$600,000.

The resulting Community Suicide Prevention Initiative (CSPI), a public-private partnership managed by Mind OC, has prepared an Action Plan to focus on high priority populations and to create a systems-approach to suicide prevention that leverages existing community and agency resources to build hope, purpose and connection for individuals in need. The framework for this systems-approach has four elements:

- #1: Reach out to high risk populations to find and engage those in need;
- #2: Maintain contact with those in need and support continuity of care;
- #3: Improve the lives of those in need through comprehensive services and supports; and
- #4: Build community awareness, reduce stigma and promote help-seeking

The Board directs County Executive Officer and HCA Director to create an Office of Suicide Prevention, using existing positions and appropriations, to collaborate with Mind OC to conduct pilot programs utilizing the above-referenced systems-approach for each of the initial populations of focus: youth and young adults, men in their middle years and older adults.

The Office of Suicide Prevention will also be responsible for integrating new and existing services and supports across the suicide prevention continuum and throughout the entire County to assure all suicide prevention activities are linked to other behavioral health activities/services and directly targeted at populations in need.

ATTACHMENTS:

- (1) Community Suicide Prevention Initiative – Board of Supervisors Progress Report

August 2020



Orange County, California

Community Suicide Prevention Initiative

Board Of Supervisors Progress Report

Orange County, California

Community Suicide Prevention Initiative

Board Of Supervisors Progress Report Brief

Using funding designated by the OC Board of Supervisors, the OC Health Care Agency and Mind OC have formed a Be Well OC effort called the "Community Suicide Prevention Initiative" (CSPI). The following is a brief summary of the CSPI's first year of activities and recommendations, and attached are detailed work products to support next steps.



Suicide rates are trending up in OC

for all age groups, men, women and ethnicities

From 2000 to 2018, the suicide death rate increased

25%



From 2000 to 2018, approximately

330

lives lost each year

2018

reached an **all-time high 369** lives lost

Challenges to be Addressed

Increasing Risk Factors - Age-related (e.g. social media, bullying, aging) and psychosocial (e.g. poverty, trauma).

No System of Care - Current activities to reduce these rates are not well integrated in the county.

Missed Opportunities - Individuals in need are not identified and linked to recovery services and supports.

Difficult Access - The service continuum is complex and can be difficult to navigate.

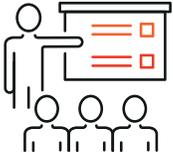
Stigma - Often causes individuals in need to be reluctant to seek care.

The Solution: Create a System of Preventative Care and Recovery



Summary of Progress and Next Steps

Progress:



Convened Leadership Group and Community Forum who meet monthly



Identified priority populations based on OC data



Developed priority actions for populations of focus in their communities



Developed a "Framework for Community-Driven Suicide Prevention"



Prepared plan to pilot the Framework in high need communities



Conducted suicide awareness events throughout the community

Next Steps:

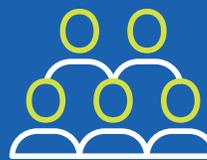


Conduct the pilot(s) for high need communities and populations of focus to:

- ◆ Expand prevention and recovery efforts
- ◆ Increase the number of individuals in-need who are engaged in caring connections and hopeful services and supports
- ◆ Reduce individuals' level of risk for suicide
- ◆ Increase individuals' level of hope, purpose and connection
- ◆ Increase community involvement in prevention activities



Conduct media campaigns targeted at high need populations



Continue to expand community engagement and involvement through coalition development



Be Well
ORANGE COUNTY

HOPE • CONNECTION • PURPOSE

APPENDICES

Appendix 1: Progress Report

Appendix 2: CSPI Leadership Group Member Agencies and Organizations

Appendix 3: CSPI Charter

Appendix 4: CSPI Framework for Community-Driven Suicide Prevention
and Initial Pilot Communities of Focus

Appendix 5: CSPI Facebook Group Flyer

Appendix 1

Progress Report

Community Suicide Prevention Initiative

Orange County, California



BACKGROUND

Suicide Rates in Orange County: From 2000 to 2018, the suicide death rate (per 100,000 residents) increased by 25% in Orange County; in the five years from 2014 to 2018, an average of 330 lives were lost each year, reaching an all-time high of 369 deaths in 2018.

Creating a Coordinated Suicide Prevention Effort: On March 12, 2019, the Orange County Board of Supervisors allocated \$600,000 in funding to create a coordinated, countywide effort to build community awareness and drive system change that will reverse this trend and reduce suicides in Orange County. In July 2019, through its contract with HCA, Mind OC launched the Community Suicide Prevention Initiative (CSPI) within the Be Well OC movement to achieve the following mission:

The Orange County Community Suicide Prevention Initiative aims to prevent suicide by promoting hope and purposeful life in the community, especially among survivors, those at risk and their loved ones.



Below are highlights of year one progress towards creation of a communitywide, coordinated approach to raising community awareness and driving the system change needed to achieve this mission.

PLANNING AND ORGANIZING

Leadership Group: The CSPI Leadership Group was established in May 2019 and is made up of representatives from public and private organizations ([Appendix 1](#)) as well as community stakeholders, provided strategic guidance to CSPI planning activities. Organizational members have well developed efforts related to the CSPI mission and are committed to a collaborative, coordinated approach to preventing suicides and suicide attempts. Members meet monthly to guide the development of the coordinated approach.

CSPI Charter: The Leadership Group, with guidance from the CSPI Community Forum, established a project Charter to frame the need in Orange County and to gain consensus on the initiative's aim, goals and objectives ([Appendix 2](#)).

Framework & Pilot Plan: The Leadership Group, with guidance from the CSPI Community Forum, established a Framework and Pilot Plan for supporting community-driven suicide prevention ([Appendix 3a](#) and [3b](#)).

COMMUNITY OUTREACH AND AWARENESS BUILDING

CSPI has been and is undertaking a variety of outreach efforts in the community to increase public awareness about how to prevent suicides and to gain community feedback to inform plan development. Some of the engagement activities with survivors, family member(s) and concerned community members during the initial year included the following:

- Fifteen monthly community forums held in locations around Orange County and virtually.
- During Suicide Prevention month in September, distribution of hundreds of brochures and lawn signs with suicide lifeline information.
- Launching of a public CSPI Facebook brand page and a private Facebook group page in September 2019 and then replaced these with a new CSPI Facebook group in April 2020 ([Appendix 4](#)).
- Development of a new “Ambassadors of Hope” program to engage community volunteers across the county in variety of awareness and hope building activities.
- Webinar training on “Talk Saves Lives” was provided on April 29th and May 15th by the OC chapter of the American Foundation for Suicide Prevention (AFSP).
- Hosting large-scale community events, including the Cultivating Hope in the Community event at Mile Square Park in Fountain Valley in September 2019, and a screening of “The S Word” and a Panel Discussion in Santa Ana in January 2020.

Other events were planned for Spring 2020 but were canceled due to COVID-19 social distancing and stay-at-home orders.

NEXT STEPS

Piloting the Framework: The Community-Driven Framework for Suicide Prevention will be piloted in high need communities for each of CSPI's initial populations of focus: youth and young adults, men in their middle years and older adults. Pilots will only be conducted within communities who wish to adopt the framework and who have local leadership and stakeholder support for pilot activities. Each of the four components of the framework will be piloted to the extent existing resources are available and/or new funding is granted.

Planning for Sustainability and Spread: The lessons learned through these pilots will be used to expand the CSPI activities into additional communities, eventually reaching all regions and populations in Orange County. This expansion will take place as the CSPI Framework becomes ready for spread and has proven sustainability, including availability of funding for large scale adoption. Pilot efforts will integrate new and existing suicide prevention activities into a "system" for suicide prevention that is sustainable and scalable and that is built on the principles of population health and chronic condition management.

Expanding Community Outreach and Engagement: This planned CSPI pilot does not represent all aspects of suicide prevention that the initiative will be undertaking, rather it is advanced as a means to develop a strong base of effort that can be leveraged towards a comprehensive plan that covers all aspects of suicide prevention and postvention needed to eliminate suicides and suicide attempts in our county. Example activities that CSPI has begun planning include:

- Hosting a 1st annual Orange County Suicide Prevention (virtually).
- Developing a countywide Suicide Prevention coalition.
- Creating a workgroup and focused effort to use data from the coroner, hospitals and other sources to gain deeper understanding of needs and how best to address them.
- Launch of a CSPI webpage within the Be Well website.

Appendix 2

CSPI Leadership Group Member Agencies and Organizations

CSPI Leadership Group Member Agencies and Organizations

Member agencies and groups:

- Orange County Health Care Agency
- Council on Aging of Southern California
- Children's Hospital of Orange County
- Orange County Department of Education
- Didi Hirsch Mental Health Services
- American Association for Suicide Prevention, Orange County Chapter
- Hoag Hospital
- Saddleback Church
- NAMI Orange County z OC MECCA
- Long Beach VA
- Integrated Recovery Foundation
- University of California, Irvine
- Community Members
- Mind OC

Leadership Group Co-Chairs: Co-chairs of the leadership group provide thought-leadership to the Leadership Group and support its meetings month to month.

- Clayton Chau, MD, PhD, Director, Orange County Health Care Agency
- Michael Silva Rose, DrPH, LCSW, Hoag Hospital Director of Community Benefit; Orange County Mental Health Board Chair

Appendix 3

CSPI Charter

COMMUNITY SUICIDE PREVENTION INITIATIVE

A Be Well OC Initiative

INITIATIVE CHARTER

The Orange County Community Suicide Prevention Initiative aims to prevent suicide by promoting hope and purposeful life in the community, especially among survivors, those at risk and their loved ones.

Background: With the emergence of Be Well OC, Orange County (OC) is well-positioned to bring new and expanded resources to the work of reducing suicides in the county. Be Well OC brings together a robust, community-based, cross-sector strategy—public, private, academic, faith and others—to create a community-wide, coordinated ecosystem to support optimal mental health and well-being for all Orange County residents. As such, it is an opportune time to use this framework to create a community-driven approach to suicide prevention that draws on the capabilities and commitments that already exist and builds on them to address those areas of need that remain. It is in this spirit that Be Well OC is creating a community-driven suicide prevention initiative.

Framing the Need:

- Orange County's suicide rate has been steadily increasing about 1.3% per year since 2000 and reached an all-time high of 10.3 suicide deaths per 100,000 population in 2018.
- The annual total of individuals who die by suicide in OC has averaged 330 over the last five years. (See the OCHCA 2019 Suicide Report)
- Intentional self-harm, as represented by the number/rate of visits to the Emergency Department, appears to be trending downward in OC (24% rate decrease between 2005 and 2017). Among children and older teens, the trend appears to be increasing (32% rate increase between 2010 and 2017).
- Accessing prevention services and interventions is difficult; the service continuum is complex, fraught with barriers to entry and generally insufficient in volume and differentiation/specification (see "Big Picture" issues).
- Stigma associated with mental health often cause individuals in need to be reluctant to seek care, and so early detection and prevention is further challenged and under-utilized.
- Current activities to reduce these rates are not well coordinated or integrated and so are not always as effective as desired or possible.
- There are many missed opportunities to detect individuals who are in need of support or who are at risk and to provide effective interventions as early as possible.

Aim: Be Well OC's Community Suicide Prevention Initiative (CSPI) aspires to eliminate suicides and suicide attempts in Orange County. As a community-driven effort, CSPI will build collaboration among public and private organizations, community stakeholders and suicide survivors who share the mission of preventing suicide through increasing the hope, wellbeing and resiliency of those at risk. CSPI seeks to develop, enrich and integrate new and existing services and supports across the suicide prevention continuum and throughout the entire county.

COMMUNITY SUICIDE PREVENTION INITIATIVE

A Be Well OC Initiative

Goals & Objectives: The above aim will be generated by achieving the following goals for high risk populations as well as for community throughout Orange County. These goals represent opportunities to reduce risk factors and promote protective factors for specific populations – at the individual and community level. Goals and objectives will be achieved through integrated efforts among CSPI partners as well as through focused activities of each partner and of CSPI itself.

Goal: Increase awareness about how to prevent suicide

- Information and messages are consistently provided in a variety of modalities, locations, languages throughout Orange County and for targeted locations and populations.
- Information shared is tied to suicide prevention and intervention efforts that make the messaging actionable for individuals who receive it.

Goal: Increase connectedness between individuals, families and communities

- Increase connectedness between individuals, families and communities to reduce social isolation, strengthen supportive relationships, and enhance other protective factors.
- The number of individuals who have known risk factors for suicide experience growth in their individual and community protective factors.

Goal: Increase detection of individuals in need

- Organizations who engage with target populations have clear processes to support detection and response.
- Individuals, families and communities are able to detect individuals in need and respond effectively.

Goal: Increase access to mental health care

- Individuals in need have timely and easy/supported access to initial services and ongoing follow-up care.
- Individuals seeking services continue to completion

Goal: Reduce access to lethal means

- Specific, lethal means, locations, methods to access it are identified for each target population.
- Access to lethal means is reduced for each target population.

Goals to be Achieved with Be Well Result Areas: The following goals are critical to achieving CSPI's aim, but will be pursued in alignment and linkage with various Be Well OC result areas:

- Decrease stigma related to mental health and substance use concerns
- Increase access to health care
- Increase effectiveness of care

COMMUNITY SUICIDE PREVENTION INITIATIVE

A Be Well OC Initiative

CSPI Roles and Responsibilities:

- Leadership Group: The CSPI Leadership Group, made up of representatives from public and private organizations as well as community stakeholders, provides strategic guidance to planning of CSPI activities as well as the conduct of those activities. See Addendum C for specific entities represented and their individual roles in preventing suicide.
- Leadership Group Co-Chairs: Co-chairs of the leadership group provide thought-leadership to the Leadership Group and support its meetings month to month.
 - Clayton Chau, MD, PhD, Mind OC Chief Clinical and Strategy Officer; Orange County Mental Health Board Member
 - Michael Silva Rose, DrPH, LCSW, Hoag Hospital Director of Community Benefit; Orange County Mental Health Board Chair
- CSPI Coalition: CSPI will develop a broad coalition of representatives from agencies (public and private), community groups and organizations, individual stakeholders, suicide survivors and their loved ones. This coalition will meet quarterly to provide review and advise on CSPI activities and progress, as well as important and timely information about suicide prevention.
- Community Forum: The CSPI Community Forum is a group of committed volunteers who regularly convene to inform the efforts of CSPI, engage in awareness building, and generally serve as advisors to this community-driven initiative.

CSPI Staffing: Mind OC staff provide project management to CSPI, including supporting development and/or expansion of selected prevention activities, supporting communication and awareness, and staffing the Community Forum, Leadership Group and associated work groups, etc.

Appendix 4a

CSPI Framework for Community-Driven Suicide Prevention



Orange County Community Suicide Prevention Initiative

A Community-Driven Framework for Preventing Suicide



From 2000 to 2018, the suicide death rate (per 100,000) increased by 25% in Orange County; in the five years from 2014 to 2018, an average of 330 lives were lost each year, reaching an all-time high of 369 deaths in 2018.

Aim

Be Well OC's Community Suicide Prevention Initiative (CSPI) aims to eliminate suicides and suicide attempts in Orange County. As a community-driven effort, we will build collaboration among public and private organizations, community stakeholders and suicide survivors who share the mission of preventing suicide through increasing the hope, connection and purpose of those at risk.

Goals

- Increase awareness** about how to prevent suicide.
- Increase connectedness** between individuals, families and communities.
- Increase detection** of individuals in need.
- Increase access** to mental health care.
- Reduce access to lethal means.**

These goals are based on current, established evidence and research about how to best prevent suicide.

Suicide In Orange County

Youth/Young Adults

From 2010 to 2018, the suicide rate among youth and young adults, ages 10-24, increased by 11%.

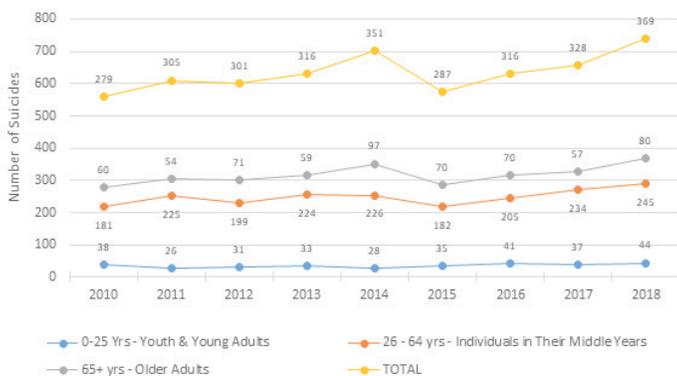
Men in their Middle Years

From 2016 through 2018, 57% of suicide deaths were men ages 35 to 64.

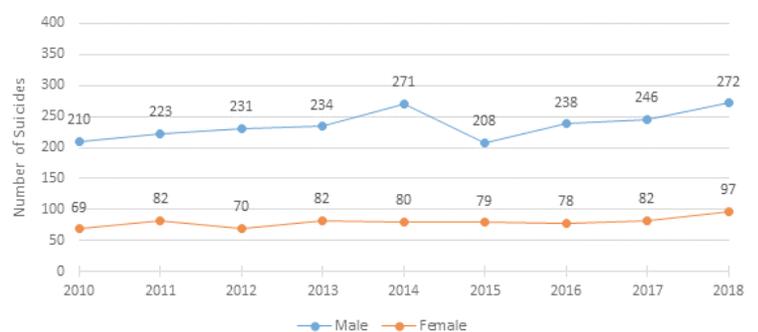
Older Adults

17.9 suicide deaths occur for every 100,000 individuals ages 65 and older, with the highest rate among those aged 85+ (19.5 deaths per 100,000).

Suicide Deaths In Orange County - by Age Group



Suicide Deaths In Orange County - by Gender



CSPI POPULATIONS OF FOCUS



Youth & Young Adults

with particular focus on LGBTQ and foster youth, adolescent girls and high achievers.



Men in their Middle Years

with particular focus on first responders, veterans, construction workers, and businessmen/professionals.



Older Adults

with particular focus on homebound seniors, nursing home residents, cultural minorities, unemployed single men and veterans.

1

Reach out to high risk populations to find and engage those in need



At Risk Populations in Community, Schools and Provider Settings



Individuals Experiencing Crisis or Suicidality and Suicide Attempt Survivors



Loss Survivors

“The heart of suicide prevention lies in our communities. For this reason, the CSPI framework is designed to support *community-centered* prevention efforts.”

— Clayton Chau, OCHCA Director

COMMUNITY-DRIVEN SUICIDE PREVENTION

2

**Maintain contact
with those in need
and support
continuity of care**



**Ongoing Outreach
and Caring Contacts**



**Technology to Stay
Connected with
Those in Need**



**Navigation to
Support Continuity
of Care**

“With hope I regained purpose in my life to help, and with the help of my church community, I became my best self.”

— Jacqueline, 23,
US Army Veteran, survivor

3

**Improve the lives
of those in need
through
comprehensive
services and supports**



**Enhanced Service
and Support
Capacity in Provider
Organizations**



**Expanded
Community
Services and
Supports**

4

**Build community
awareness, reduce
stigma and promote
help-seeking**



CONNECTION • PURPOSE

Steps to Support Community-Driven Suicide Prevention

Piloting the Framework for Community-Driven Suicide Prevention

CSPI will pilot this framework in high need communities for each of the populations of focus: youth and young adults, men in their middle years and older adults. Pilots will only be conducted within communities who wish to adopt the framework and who have local leadership and stakeholder support for pilot activities. Each community will be supported through the five steps described below, which are intended to result in a lasting, sustainable suicide prevention program that generates a steady decline in individuals dying by suicide.

Using the Framework to Meet Community-Specific Needs

step 1: Create infrastructure and build the local team (community leaders, stakeholders and service providers)

step 2: Identify the community's unique needs, resources and opportunities

step 3: Support the local team to collaborate, integrate and align community resources

step 4: Use local resources and CSPI supports to promote hope, connection and purpose

step 5: Respond to community trends and changes in circumstances

The CSPI framework is informed by the **NATIONAL ACTION ALLIANCE'S "Key Elements for Comprehensive Community-based Suicide Prevention"**

UNITY

Attainment and maintenance of broad-based momentum around a shared vision

PLANNING

Use of a strategic, planning process that lays out stakeholder roles and intended outcomes

INTEGRATION

Use of multiple, integrated suicide prevention strategies

FIT

Alignment of activities with context, culture and readiness

COMMUNICATION

Clear, Open and consistent communication

DATA

Use of surveillance and evaluation data to guide action, assess progress and make changes

SUSTAINABILITY

A focus on long-lasting change



Funded by the Orange County Health Care Agency and private donors



For more information, contact Karin Kalk at karin.kalk@mind-oc.org

Appendix 4b

Pilot Plan

Phase 1 Pilot: *Hope-Connect-Purpose*



The Orange County Community Suicide Prevention Initiative aims to prevent suicide by promoting hope and purposeful life in the community, especially among survivors, those at risk and their loved ones.

PILOT - ACTION PLAN

The CSPI pilot will focus on the highest need populations and areas in Orange County. Infrastructure development and learning during the pilot will be used to expand the CSPI activities into additional communities. This expansion will take place as our system becomes ready for spread and has proven sustainability, including availability of funding for large scale adoption. This Pilot Action Plan does not represent all aspects of suicide prevention that CSPI will be under-taking, rather it is advanced as a means to develop a strong base of system change that can be leveraged towards a comprehensive plan that covers the full array of suicide prevention and postvention activities needed to eliminate suicides and suicide attempts in our county.

Pilot Aim	During the three-year period of this pilot, the Community Suicide Prevention Initiative (CSPI) seeks to engage over 500 at-risk individuals in the targeted populations residing in our initial catchment areas, including family members of those who have survived an attempt or died by suicide, to reduce their suicidality and increase their hopefulness, meaningful connections and sense of purpose. Pilot efforts will integrate new and existing suicide prevention activities into a “system” for suicide prevention that is sustainable and scalable and that is built on the principles of population health and chronic condition management.
Pilot Populations of Focus & Catchment Areas	CSPI will pilot this framework in high need communities for each of the populations of focus: youth and young adults, men in their middle years and older adults. Pilots will only be conducted within communities who wish to adopt the framework and who have local leadership and stakeholder support for pilot activities. Each community will be supported through the five steps described below, which are intended to result in a lasting, sustainable suicide prevention program that generates a steady decline in individuals dying by suicide.
Funding	Existing Resources for Components #1, #3 and #4 Funding pending for Component #2

FRAMEWORK COMPONENTS:

COMPONENT	Description of Framework Components
#1: Reach out to high risk populations to find and engage those in need	<ul style="list-style-type: none"> • Engage community and human service providers in target community who currently support our populations of focus and partner with them to develop and support ‘gatekeepers’ who can identify individuals in need and assist in actively linking them to the CSPI System. <ul style="list-style-type: none"> ➢ CSPI partner agencies to provide training and ongoing technical assistance to service agency staff and volunteers (ASIST, LivingWorks’ safeTalk) to assure their ability to identify individuals in need and link them to the CSPI System on an ongoing basis.

Phase 1 Pilot: *Hope-Connect-Purpose*



- Engage primary care and mental health providers in target community who currently support our populations to enhance their detection of individuals in need and their linkage to the CSPI System for service navigation and ongoing support.
 - CSPI partner agencies to provide training and technical assistance to primary care (PC) and mental health (MH) providers (suicide screening, safeTalk) to assure their ability to identify individuals in need and link them to the CSPI System permanently.
- Engage crisis service providers in in target community to link individuals in need to the CSPI System.
 - With the crisis services providers, CSPI partner agencies build and deploy a referral pathway that is guided by CSPI navigators.

#2: Maintain contact with those in need and support continuity of care

- Build and maintain a clinical information system (CIS) to support a population health approach to individuals in need and community prevention efforts. CSPI partner builds a CIS that supports:
 - Tracking of each individual’s status, needs and progress toward greater hope, connection and purpose.
 - Tracking and communicating with gatekeepers to assure their ongoing readiness to identify individuals in need.
 - Identification of and referral to providers who are specialists in suicide prevention and promoting hope, connection and purpose.
 - Performance monitoring of the CSPI System through individual-level and population-level reporting as well as ‘system’ measures.
- Provide navigation to support access to care for those in need, as well as ongoing contact with them to identify additional needs over time.
 - CSPI navigators tailor navigation and ongoing contact to level of need and preferred methods of individuals served.
 - CSPI navigators regularly assess individual’s level of risk (including emergence of ‘precipitating events’) as well as hope, connection and purpose.
- Use the CIS to apply data-driven approaches
 - CSPI staff monitor population trends to improve overall targeting of prevention efforts
 - CSPI staff apply quality improvement techniques to manage performance, including individual outcomes, population impacts and system efficiency.

#3: Improve the lives of those in need through comprehensive services and supports

- Build a specialty network of suicide prevention service providers to whom individuals in need can be referred.
 - CSPI partners and staff identify mental health providers that serve the target community and who are and/or would like to be specialists in suicidality.
 - CSPI partners provide regular training and skill development to advance the skills and capabilities of these specialty providers.
- Build a network of community services and supports to whom individuals in need can be referred to advance their hope, connections and purpose.

	<ul style="list-style-type: none"> ➤ CSPI partners and staff work with the target community leaders to identify existing services and supports to be included in the network, as well as gaps in needed services. ➤ CSPI partners and staff work with in target community leaders to find ways to fill the identified gaps in needed local support services.
<p>#4: Build community awareness, reduce stigma and promote help-seeking</p>	<ul style="list-style-type: none"> • Develop a network of volunteer “Ambassadors of Hope” who can outreach into their local communities. <ul style="list-style-type: none"> ➤ CSPI prepares and deploys a software system to support management of volunteers and their roles, including tracking activities to enable reporting. ➤ CSPI recruits volunteers who can provide supports in the target community and provides supports for each role an ambassador elects to undertake. • Conduct suicide prevention events and/or participate in community events throughout the target community to build awareness that suicide is preventable. <ul style="list-style-type: none"> ➤ OC Chapter of the American Foundation for Suicide Prevention and other CSPI partners conduct and/or participate in community events throughout in the target community. ➤ CSPI partners conduct community training (e.g. Talk Saves Lives) in local community settings around in the target community. • Use social media to build awareness, promote social connections and reduce self-stigma <ul style="list-style-type: none"> ➤ CSPI creates and advances a CSPI Facebook group to promote awareness, social connections and promote conversations that breakdown the stigma associated with suicidality

LEARNING OBJECTIVES:

<p>Pilot Learning Objectives</p>	<p>The CSPI Pilot will be used to gather learning necessary to grow towards full-scale, sustainable county-wide implementation of the CSPI System. Critical learning to be gained will relate to the operational requirements and costs of how to:</p> <ul style="list-style-type: none"> • Effectively support a wide-array of gatekeepers in community organizations to identify and refer individuals to the CSPI System on an ongoing basis – for each population segment (age, gender, ethnicity and other specific risk factors). • Develop and maintain referral pathways from crisis services to the CSPI System. • Engage more survivors of loss into services and supports that reduce their risk for suicidality and promote their resiliency. • Engage individuals in need into the CSPI System, including gaining their consent for navigation and ongoing contact. • Adjust the frequency and methods of ongoing contact to detect individuals who may be experiencing a precipitating event that could trigger a suicidal crisis or loss of progress. • Find, recruit and build the skills of individuals who want to specialize in treating suicidality.
---	--

Phase 1 Pilot: *Hope-Connect-Purpose*



- Build and maintain a network of suicidality specialists to provide differentiated care for the array of population segments in need.
- Build and maintain community services that promote hope, connection and purpose for individuals where they live and work – and that are culturally appropriate.
- Engage and deploy volunteers in targeted communities to create community supports for individuals in need and at all stages of prevention.

PILOT PERFORMANCE MEASUREMENT:

COMPONENT	PILOT MEASURABLE OBJECTIVES
#1: Reach out to high risk populations to find and engage those in need	<ul style="list-style-type: none"> • Train community and human service providers (in the targeted catchment areas) to be ‘gatekeepers’ and actively link them to the CSPI for support. • Train primary care and mental health providers (in the targeted catchment areas) to detect individuals in need and actively link them to the CSPI for support. • Support trained gatekeepers and providers to identify and refer individuals to the CSPI (to include supporting individual’s consent to join)
#2: Maintain contact with those in need and support continuity of care	<ul style="list-style-type: none"> • Engage individuals into CSPI to receive navigation supports, as needed, as well as ongoing contact • Support individuals in CSPI to achieve lower levels of risk/need each month (using Columbia-Suicide Severity Rating Scale) • Support individuals in CSPI to achieve higher levels hope, connection and purpose each month (using WHOQOL-BREF)
#3: Improve the lives of those in need through comprehensive services and supports	<ul style="list-style-type: none"> • Increase the number of individuals engaged in and continuing in mental health services • Increase the number of individuals engaged in local community services and supports • Increase the number of individuals reporting they have personal supports, social connections • Increase the number of mental health providers trained and competent in clinical approaches for individual in need • Decrease the percentage of individuals who experience a subsequent attempt or crisis
#4: Build community awareness, reduce stigma and promote help-seeking	<ul style="list-style-type: none"> • Conduct at least one community event a month that promotes knowledge and awareness of how to prevent suicide • Reach at least 100 individuals a month via above events that promote knowledge and awareness of how to prevent suicide • At least 50% of attendees at above events report an increase in knowledge, awareness and readiness to change (via survey immediately following event)

Appendix 5

CSPI Facebook Group Flyer



Be Well
ORANGE COUNTY

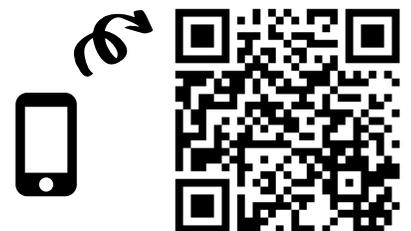
Community Suicide Prevention Initiative

FACEBOOK GROUP



The **CSPI Forum Facebook Group** is an opportunity for connection and dialogue between folks who have the common interest of eliminating suicide in Orange County, and across the world.

This group can be accessed by going to:
<https://www.facebook.com/groups/879220679186276/>
or by scanning this QR code with your mobile device.



You can also find us by doing a simple Facebook search:
"Be Well OC Community Suicide Prevention Initiative Group"



AGENDA STAFF REPORT

Agenda Item **S16B**

ASR Control

RECEIVED
2020 OCT -1 PM 12: 2
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS
Just
K. Do for A.D.

MEETING DATE: 10/06/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Chairwoman Michelle Steel, Second District
Vice Chair Andrew Do, First District
DEPARTMENT CONTACT PERSON(S): Tim Whitacre (714) 834-3220
Chris Gaarder (714) 834-3110

SUBJECT: Disabled Veterans Business Enterprise Preference Policy

CEO CONCUR
Pending Review

COUNTY COUNSEL REVIEW
Pending Review

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: N/A

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: No

of Positions:

Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: N/A

County Audit in last 3 years: N/A

Prior Board Action: 08/13/2019 #19

RECOMMENDED ACTION(S):

1. Approve the Disabled Veterans Business Enterprise Preference Policy applicable to all County solicitations, except those for which there is a waiver or exceptions, governed by the County's Contract Policy Manual.
2. Direct the County Procurement Office to implement the Disabled Veterans Business Enterprise Preference Policy, effective January 1, 2021, and update the County's Contract Policy Manual to reflect implementation of the Policy, without further Board approval.
3. Direct the County Procurement Officer to provide the Board of Supervisors with a memorandum update on the status of the Disabled Veterans Business Enterprise Preference Policy, including outcomes, one year after implementation.

4. Approve and authorize the County Procurement Officer, or designee, to execute the Memorandum of Understanding with the State of California for Small Business and Disabled Veterans Business Enterprise Certification Services.

SUMMARY:

Approval of the Disabled Veterans Business Enterprise Preference Policy will provide State of California certified disabled veteran businesses with preferential consideration in County solicitations for award of County contracts under the Contract Policy Manual, except for those solicitations where there is a waiver or exception of the policy.

BACKGROUND INFORMATION:

On August 13, 2019, the Board of Supervisors approved the 2019 Contract Policy Manual, including the Local Small Business Preference Policy (LSBPP), effective January 1, 2020. As adopted, the LSBPP provides a five percent preference to State of California certified local small businesses. There is no separate preference for disabled veteran business enterprises.

Recognizing the service and sacrifice given by the men and women of our Armed Forces, the attached Disabled Veterans Business Enterprise (DVBE) Preference Policy is submitted for Board consideration and approval. The policy applies to DVBEs certified as such by the State of California. State DVBE certification requirements include:

- Business is at least 51% owned by one or more disabled veterans (limited liability companies must be wholly owned by one or more disabled veterans)
- Daily business operations must be managed and controlled by one or more disabled veterans (does not have to be the owner of the business)
- Home office must be located in the United States (cannot be a branch or subsidiary of a foreign corporation/firm/business)
- A disabled veteran: 1) is a veteran of the U.S. military, naval or air service; 2) has a service-connected disability of at least 10 percent; and 3) must reside in California

As proposed, the DVBE Preference Policy is consistent with the LSBPP, providing a five percent incentive. Specifically, the DVBE Preference Policy promotes disabled veteran participation in County contracts as follows:

Invitation for Bid

When the lowest bidder is not a DVBE, the sole lowest DVBE within five percent (5%) of the lowest bidder shall be given the opportunity to price match the lowest bid. To participate in the DVBE Preference Policy, the sole lowest DVBE must accept the County's offer to price match within three (3) business days from the County's offer, unless otherwise specified by the County. If two or more DVBEs have tied bids within the 5%, the County shall request best and final bids from each DVBE, which shall price match the lowest bid or better. If the best and final bids are tied, the County shall determine the contract award based on the County's best interest.

If a DVBE and a State-certified Orange County Local Small Business (OCLSB), which is eligible for the separate 5% OCLSB preference, have tied bids within the 5%, the County shall request best and final bids from each, which shall price match the lowest bid or better. If the best and final bids are tied, the County shall determine the contract award based on the County's best interest.

Request for Proposal

An extra five percent (5%) shall be applied to the tallied score of each DVBE to obtain the final score. If the final score of any DVBE matches the final score of a business that is not a DVBE, preference shall be given to the DVBE. If two or more DVBEs have the same final score, the County shall determine the contract award based on the County's best interest.

If a DVBE and a State-certified OCLSB, which is eligible for the separate 5% OCLSB preference, have the same final score, the County shall determine the contract award based on the County's best interest.

Business Certified as DVBE and OCLSB

If a State-certified DVBE is also a State-certified OCLSB, the DVBE preference given that business shall be 8% instead of 5%. The separate OCLSB preference shall not be applied.

Waiver

The County Procurement Officer may consider a department request to waive the DVBE Preference Policy requirement under special circumstances and/or if it is determined to be in the best interest of the County. Prior to approving a DVBE waiver request, the County Procurement Office will notify the Board of Supervisors of this request.

The DVBE waiver request must be approved by the County Procurement Officer and Chief Financial Officer, on the form(s) approved and provided by the County Procurement Office and shall be made part of the procurement file.

Exceptions

The DVBE Preference Policy requirements shall not apply when prohibited by this policy, law or regulation including, but not limited to, specific state or federal funded projects.

This DVBE Preference Policy is not applicable to Emergency, Sole Source, Cooperative, and Request for Application procurements set forth in the Contract Policy Manual.

A Memorandum of Understanding (MOU) with the State for certification services is also attached for Board consideration and approval. The MOU recognizes the County's use of State certification services for DVBEs and also for the previously approved Orange County Local Small Business Preference Policy.

The recommended implementation date following Board approval of the DVBE Preference Policy is January 1, 2021 to allow adequate time for development of documentation and procedures and training County staff on the new policy.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENTS:

Attachment A: Disabled Veterans Business Enterprise Preference Policy
Attachment B: Memorandum of Understanding with the State of California



Subject:	Disabled Veterans Business Enterprise (DVBE) Preference Policy
Authority:	Board of Supervisors: Signature: _____
Policy Owner:	CEO/Chief Financial Officer: Signature: _____
Approval Date:	09/29/2020; Policy effective January 1, 2021
Last Revision Date:	___
Version No.:	1.0

A. Purpose

The County of Orange recognizes the service and sacrifice given by the men and women of our Armed Forces and values the benefit of the training, talents, and life skills they are able to bring to the County's contracts. As such, the County is committed to providing preferential consideration in County solicitations for award of County contracts to State of California certified Disabled Veteran Business Enterprises (DVBEs). The term DVBE as used throughout this DVBE Preference Policy shall mean only Disabled Veteran Business Enterprises certified by the State of California as a DVBE.

B. Authority

This DVBE Preference Policy is enacted consistent with Government Code §25501 and the Codified Ordinances of the County of Orange, Title 1, Division 4, Article 2, Sections 1-4-12 through 1-4-38.

C. Scope

This DVBE Preference Policy applies to all County solicitations governed by the Contract Policy Manual, subject to the waiver and exceptions in Section D below, and not the Design and Construction Procurement Policy Manual.

D. Policy

It is the policy of the Board of Supervisors to promote disabled veteran business participation in County contracts as follows:

Invitation for Bid

When the lowest bidder is not a DVBE, the sole lowest DVBE within five percent (5%) of the lowest bidder shall be given the opportunity to price match the lowest bid. To participate in the DVBE Preference Policy, the sole lowest DVBE must accept the County's offer to price match within three (3) business days from the County's offer, unless otherwise specified by the County. If two or more DVBEs have tied bids within the 5%, the County shall request best and final bids from each DVBE, which shall price match the lowest bid or better. If the best and final bids are tied, the County shall determine the contract award based on the County's best interest.



County Policy

If a DVBE and a State-certified Orange County Local Small Business (OCLSB), which is eligible for the separate 5% OCLSB preference, have tied bids within the 5%, the County shall request best and final bids from each, which shall price match the lowest bid or better. If the best and final bids are tied, the County shall determine the contract award based on the County's best interest.

Request for Proposal

An extra five percent (5%) shall be applied to the tallied score of each DVBE to obtain the final score. If the final score of any DVBE matches the final score of a business that is not a DVBE, preference shall be given to the DVBE. If two or more DVBEs have the same final score, the County shall determine the contract award based on the County's best interest.

If a DVBE and a State-certified OCLSB, which is eligible for the separate 5% OCLSB preference, have the same final score, the County shall determine the contract award based on the County's best interest.

Business Certified as DVBE and OCLSB

If a State-certified DVBE is also a State-certified OCLSB, the DVBE preference given that business shall be 8% instead of 5%. The separate OCLSB preference shall not be applied.

Waiver

The County Procurement Officer may consider a department request to waive the DVBE Preference Policy requirement under special circumstances and/or if it is determined to be in the best interest of the County. Prior to approving a DVBE waiver request, the County Procurement Office will notify the Board of Supervisors of this request.

The DVBE waiver request must be approved by the County Procurement Officer and Chief Financial Officer, on the form(s) approved and provided by the County Procurement Office and shall be made part of the procurement file.

Exceptions

The DVBE Preference Policy requirements shall not apply when prohibited by this policy, law or regulation including, but not limited to, specific state or federal funded projects.

This DVBE Preference Policy is not applicable to Emergency, Sole Source, Cooperative, and Request for Application procurements set forth in the Contract Policy Manual.

E. Responsibilities

The County Procurement Office is responsible for implementing and maintaining this Board-approved policy, ensuring this policy is kept up to date and communicating with DVBEs about this policy. The County Procurement Office is the point of contact for information regarding this DVBE Preference Policy.

F. Procedure



County Policy

The County Procurement Office and department procurement staff will apply the DVBE preference in all applicable solicitations governed by the Contract Policy Manual consistent with this DVBE Preference Policy and the Contract Policy Manual.

DRAFT

Memorandum of Understanding
for
Small Business and Disabled Veteran Business Enterprise Certification Services

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the County of Orange, a political subdivision of the State of California (hereinafter "County"), and the State of California, Department of General Services, Procurement Division, Office of Small Business and Disabled Veteran Business Enterprise Services (hereinafter "State").

RECITALS

Whereas, the State certifies eligible California small businesses and disabled veteran business enterprises for the State's preference/participation programs;

Whereas, the State maintains databases of firms certified as small businesses and disabled veteran business enterprises for the purpose of its own programs;

Whereas, the County accepts the State's certifications in an effort to maximize efficiently the participation of small businesses and/or disabled veteran business enterprises in the County's contracting process;

Whereas, the State has developed a certification reciprocal program in order to increase efficiencies and maximize the population of certified small businesses and/or disabled veteran business enterprises in the State's database; and

Whereas, this program allows the State to list the County as a Reciprocity Partner on the State's List of Small Business/Disabled Veteran Business Enterprise Reciprocity Partners website thereby alerting businesses of the County's acceptance of State of California certifications and granting the County access to a broader base of small businesses and/or disabled veteran business enterprises.

NOW, THEREFORE, THE COUNTY AND THE STATE
AGREE AS FOLLOWS:

1. This MOU is effective as of the date below and remains in effect until it is formally revised, superseded, or terminated. The MOU will terminate if it ever conflicts with any law adopted after the MOU becomes effective or if there

arises any fiscal/budgeting issues that affect the ability of the parties to carry out the intentions of the MOU. Each party may terminate this MOU by giving ten (10) day written notice of termination to the other party.

2. The County may advise all potential small businesses and/or disabled veteran business enterprises, that desire to contract with the County to perform work, of the State certification program (as appropriate). The County may direct such businesses to the State of California, Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services or to the State's online application services at: <https://www.caleprocure.ca.gov>.
3. Any notice, demand request, consent, or approval that either party hereto may or is required to give the other pursuant to this MOU shall be in writing and shall be personally delivered or sent by mail, addressed as follows:

TO COUNTY

County Procurement Officer
County Procurement Office
1300 S. Grand Avenue
Building A
Santa Ana, CA 92705

TO STATE

Department of General Services
Office of Small Business and Disabled
Veteran Business Enterprise Services
707 Third Street, Suite 400
West Sacramento, CA 95605

4. This MOU shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to the MOU shall be brought in Orange County Superior Court, located in Santa Ana, California.
5. The State agrees to provide the County access to an exclusive data query (Reciprocity Query), to the extent that such a query is developed, maintained and made available to local government agencies.
6. The County agrees to advise the State of any changes to the County's participation in the Certification Program that occur (in so much as such changes may impact reciprocity program operations and/or public information sharing).
7. This MOU constitutes the entire contract between the COUNTY and the STATE regarding the subject matter of this MOU. Any prior agreements, whether oral or written, between COUNTY and STATE regarding the subject matter of this

MOU are hereby terminated effective immediately upon full execution of this MOU.

8. This MOU may be executed in duplicate counterparts. The MOU shall be deemed executed when it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this ____ day of _____, 2020

COUNTY OF ORANGE, a political subdivision of the State of California

STATE OF CALIFORNIA, Department of General Services, Procurement Division, Office of Small Business and Disabled Veteran Business Enterprise Services

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED BY COUNTY COUNSEL

By: _____

Date: _____

ARTICLE 2. - PURCHASING

Sec. 1-4-12. - Duties of Purchasing Agent—General.

The Purchasing Agent shall have the duties and powers prescribed by laws of the State of California relating to county purchasing agents, this article and the resolutions of the Board of Supervisors. He shall be the head of the Purchasing Department of the County and shall appoint such deputies, assistants and other employees therein as shall from time to time be authorized therefor in the current Salary Ordinance and the personnel provisions of this Code. He shall furnish the Board of Supervisors such reports and information as said Board may from time to time require and shall establish methods and procedures necessary for the proper functioning of the Purchasing Department in an efficient and economical manner.

(Code 1961, § 14.021)

Sec. 1-4-13. - Duties of Purchasing Agent—Specific.

The Purchasing Agent shall:

- (a) *Purchase material.* Purchase for the County of Orange and its offices, and for any special district whose affairs and funds are under the supervision and control of the Board of Supervisors and for which the Board of Supervisors is ex officio the governing body, all materials, supplies, furnishings, equipment, livestock and other personal property of whatever kind and nature; and except in cases of emergency as hereinafter provided, no purchase of personal property by any person other than the Purchasing Agent, except as may be otherwise provided by resolution of the Board of Supervisors, shall be binding upon the County or constitute a lawful charge against any County funds.
- (b) *Rent furnishings and equipment.* Rent for the County and its offices, furnishings, equipment and livestock, excepting, however, road equipment which the Road Commissioner is authorized by law to rent.
- (c) *Contract for equipment service, lease purchases.* Negotiate and execute in the name of the County all equipment service contracts and lease purchase agreements of personal property.
- (d) *Sell personal property.* Sell or otherwise dispose of any personal property belonging to the County not required for public use, or he may when purchasing property accept advantageous trade-in allowances for such property not further required for public use.
- (e) *Contract generally.* Enter into any contract permitted by law subject to any restrictions which may be set forth in this article.
- (f) *Purchase for other agencies.* When specifically authorized by law, purchase for the Superintendent of Schools, or other public office or agency, personal property.
- (g) *Sell or dispose of personal property of any special district.* When specifically authorized by law, sell or dispose of personal property of any special district and pay the proceeds thereof into the treasury of the district, or, if any exchange or trade is made, return the proceeds to the special district.
- (h) *Perform other services.* Perform such other services as the Board of Supervisors may from time to time by resolution require.
- (i) *Contract for special services.* Enter into contracts for special services authorized by Government Code Section 31000 in an amount not to exceed the lesser of: (1) the amount set by the Board of Supervisors; or (2) the amount specified in Government Code 25502.5 or any other applicable statute now existing or hereinafter enacted; and to enter into contracts for special services beyond those dollar amounts when so authorized by the Board of Supervisors.

(Code 1961, § 14.022; Ord. No. 3918, § 2, 5-10-94; Ord. No. 07-006, § 1, 5-1-07; [Ord. No. 19-003](#), § 1, 8-27-19)

Sec. 1-4-14. - Repair or construction of County highways.

Any work or improvement of County highways shall be let in accordance with the applicable provisions of the Streets and Highways Code.

(Code 1961, § 14.022.1)

Sec. 1-4-15. - Flood Control District.

The Purchasing Agent shall handle purchases and contracts for the Flood Control District in the same manner as contracts are handled for the County, subject to the dollar limitations provided by the laws applicable to said District.

(Code 1961, § 14.022.2)

Sec. 1-4-16. - Other governmental agencies.

Unless prohibited by law, other governmental agencies may, with permission of the Board of Supervisors, avail themselves of the Services of the Purchasing Agent subject to the provisions of the laws under which the governmental agency operates.

(Code 1961, § 14.022.3)

Secs. 1-4-17—1-4-21. - Reserved.

Sec. 1-4-22. - Purchase limitations.

The Purchasing Agent shall be subject to the dollar limitations on those purchases which are subject to applicable sections of the Government Code, except as in this article otherwise provided.

(Code 1961, § 14.022.4)

Sec. 1-4-23. - Contracts not subject to this article.

This article does not apply to contracts to print legal briefs or legal notices, contracts for reporter services or transcripts, contracts for expert services to be rendered the offices of the District Attorney, County Counsel or Sheriff, contracts for appraiser services, contracts for consultants and other experts employed directly by the Board of Supervisors or contracts for other services which by law some other officer or body is specifically charged with obtaining.

(Code 1961, § 14.022.5)

Sec. 1-4-24. - Purchasing Agent checking account.

The Purchasing Agent is authorized pursuant to Section 25509 of the Government Code to establish a checking account referred to as the Purchasing Agent's Redi-Cash Fund in a bank for the payment of purchases of services and supplies by purchase order check not to exceed one thousand dollars

(\$1,000.00). The procedures for the issuance of such purchase order checks shall be established by resolution of this Board.

(Code 1961, § 14.022.6; Ord. No. 3420, § 1, 10-25-83)

Sec. 1-4-25. - Emergency purchases.

Emergency purchases may be made by any person or official authorized to sign requisitions when the purchasing Agent or any of his assistants in the Purchasing Department authorized to make purchases is not immediately available and the item or items so purchased are immediately necessary for the continued operation of the office or department involved, or are immediately necessary for the preservation of life or property. Such emergency purchases shall be subsequently approved and confirmed by the Purchasing Agent, or, if he refuses such confirmation, the Board of Supervisors may subsequently approve and confirm such purchase. Unless such purchases are so approved and confirmed by either the Purchasing Agent or the Board of Supervisors, the costs thereof shall not constitute a legal charge against the County.

(Code 1961, § 14.023)

Sec. 1-4-26. - Requisition procedure.

All purchases, rentals and contracts shall be made only upon proper written requisitions, the forms of which shall be supplied by the Purchasing Agent to the several offices of the County. No purchase order shall be issued unless approved budget distribution is shown according to the budget procedure established by the Auditor and the Administrative Officer. The head of any County office, department or institution or his duly designated assistant is hereby authorized to draw requisitions for purchases for such office, department or institution in accordance with current budget accounts. Such head may delegate such authority to one or more of his deputies, assistants or employees within the department.

(Code 1961, § 14.024)

Secs. 1-4-27—1-4-31. - Reserved.

Sec. 1-4-32. - Purchasing procedure.

- (a) The Purchasing Agent shall award bids to responsible bidders in conformity with standards, specifications, quality and use requirements as the Purchasing Agent may determine in the purchase of personal property, materials, supplies, services, food products and any other articles requisitioned by departments or districts of the County of Orange.
- (b) The Purchasing Agent shall establish standards of design, quality and interchangeability of furniture, equipment and supplies for offices, courts and other institutions of the County and its districts.

(Code 1961, § 14.024.1)

Sec. 1-4-33. - When competitive bidding not required.

Except as otherwise provided by ordinance or general law, the Purchasing Agent may, without notice, advertisement or the securing of competitive bids or quotations, make any purchase of personal property, or do any other thing which he is authorized to do in this article; provided, however, that he shall not purchase any individual capital item costing more than twenty-five thousand dollars (\$25,000.00) without first obtaining the approval thereof by the Board of Supervisors.

(Code 1961, § 14.025; Ord. No. 3293, § 1, 11-3-81; Ord. No. 3918, § 3, 5-10-94)

Sec. 1-4-34. - Posting notices of sales of surplus property.

Notices of sales of surplus personal property shall be posted for not less than five (5) business days preceding the day of sale in the County Courthouse and in the office of the Purchasing Agent, and in such other public place within the County as the Purchasing Agent may deem advisable.

(Code 1961, § 14.026)

Sec. 1-4-35. - Advertising proposed sale of surplus property.

In the disposition of any surplus personal property and upon approval of the Board of Supervisors, the Purchasing Agent may purchase advertising space and may advertise the proposed sale or other disposition of the personal property in such newspapers, magazines and other periodicals as in his judgment will best publicize the proposed sale or other disposition to those persons most likely to bid for or purchase the personal property. Within the limitation of the order of the Board of Supervisors approving the advertising, the Purchasing Agent shall decide upon the amount, nature, makeup and content of the advertising.

(Code 1961, § 14.027)

Sec. 1-4-36. - Surplus property pool.

Whenever any item of personal property is no longer needed by the office, department or institution in possession thereof, such fact shall be reported to the Purchasing Agent who may transfer such item to a surplus pool to be maintained under the supervision of the Purchasing Agent, and whenever any office, department or institution is in need of an article which has been placed in such surplus pool or has requisitioned the purchase of a similar article, the Purchasing Agent may, upon a properly drawn request for transfer or requisition, transfer the article to such department.

(Code 1961, § 14.028)

Sec. 1-4-37. - Standards Committees.

The Purchasing Agent may from time to time organize "Standards Committees" as needed to establish standards with respect to the type, design, quality or brand of a certain article or group of related articles or services purchased by the County. The membership of each committee shall be the Purchasing Agent who shall be chairman, and the heads of representative County offices, departments or institutions that are primary users of the item or group of items for which the committee is appointed. The organization and membership of the "Standards Committees" shall be subject to the approval of the County Administrative officer. Any member of the committee may act through a representative appointed by him.

(Code 1961, § 14.029)

Sec. 1-4-38. - Lost or unclaimed property; procedures and disposition.

- (a) *Application of section and general provisions.* All money or property coming into the possession of an officer of this County or any district governed by this Board of Supervisors, which becomes subject to disposition other than to the owner, finder or other person entitled to the possession

thereof, pursuant to California Penal Code Sections 1411, 1417.5 and Civil Code Sections 2080.2 or 2080.3 shall be disposed of as set out in this section.

- (b) *Lost and unclaimed property procedures; publication of notice; vesting of title.* Pursuant to Civil Code Section 2080.6, the disposition of lost personal property shall be in accordance with the provisions of Article 1, Chapter 4, Title 6, Part 4, Division 3 of the Civil Code, except as otherwise provided herein. Such unclaimed property shall be held for a period of at least three (3) months. Thereafter such property shall, after compliance with the publication provision of Civil Code Section 2080.3, be held for thirty (30) days, during which period it may be claimed by the finder. If the property is not claimed by the owner or finder, or the owner or finder fails to pay the cost of publication attributable thereto, title to said property shall vest in the County of Orange and it shall be disposed of as hereinafter provided.
- (c) *Bicycles and toys.* Bicycles and toys in the possession of the Sheriff-Coroner that have been unclaimed for a period of at least sixty (60) days may be disposed of by him pursuant to Welfare and Institutions Code Section 217, by turning such property over to the Probation Officer, or to the Social Services Agency, or to any charitable or nonprofit organization operating in the County that is authorized under its articles of incorporation to participate in a program or activity designed to prevent juvenile delinquency and that is exempt from income taxation under federal or state law, or both, for use in any program or activity designed to prevent juvenile delinquency. Any such property not needed for said purposes may be disposed of pursuant to Civil Code Section 2080.5.
- (d) *Coins and currency.* All coins and currency shall be deposited in the County treasury, but coins and currency having numismatic or other value greater than the face value thereof may be disposed of by the Purchasing Agent in such manner as to obtain such greater value.
- (e) *Weapons.* Any officer coming into possession of any weapon shall inform the Sheriff-Coroner thereof, and upon his request shall turn said weapon over to him. The Sheriff-Coroner may retain for use by his Department any weapon coming into his possession for disposition pursuant to this section. Any weapon not so retained by the Sheriff-Coroner shall be disposed of in accordance with Penal Code Sections 12028 and 12030.
- (f) *Valueless property.* Any such property in the possession of any officer which in the opinion of that officer has no substantial value or is unsalable may be destroyed.
- (g) *All other property.* Any such property in the possession of any officer which such officer may need for public use shall be reported to the Purchasing Agent, and with his concurrence, may be retained by that officer for public use. All other such property shall be subject to disposition by the Purchasing Agent as provided in Civil Code Section 2080.4.

(Ord. No. 3221, § 2, 10-7-80; Ord. No. 3944, § 1, 10-24-95)

Secs. 1-4-39—1-4-47. - Reserved.

Government Code §25501.

The purchasing agent may:

- (a) Purchase for the county and its offices all materials, supplies, furnishings, equipment, livestock, and other personal property.
- (b) Rent for the county and its offices furnishings, equipment, and livestock.
- (c) Contract for services pursuant to this article and contract for public works projects pursuant to Article 3.5 (commencing with Section 20120) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code.

The purchasing agent shall make purchases, rentals and contracts only upon proper written requisition.

For purposes of this article, the population of a county shall be the most recent estimate determined by the Demographic Research Unit of the Department of Finance.

(Amended by Stats. 2019, Ch. 29, Sec. 109. (SB 82) Effective June 27, 2019.)



County Executive Office

Memorandum

SKEC

RECEIVED
2020 OCT -1 PM 2:02
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

October 1, 2020

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2020.10.01 12:13:53 -0700

The County Executive Office is requesting a Supplemental Agenda Staff Report for the October 6, 2020, Board Hearing.

Agency: County Executive Office
Subject: COVID-19 Coronavirus Aid, Relief, and Economic Security Act Economic Support
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this Supplemental Item be placed on the October 6, 2020, Board agenda to allow the expanded usage before December 31, 2020, of the residual amounts within the previously allocated \$75 million in CARES Act funding. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE: 10/06/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: *Frank Kim*
Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
 Date: 2020.10.01 17:13:22 -0700
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Frank Kim (714) 834-6200
 Dylan Wright (714) 480-2788

RECEIVED
 2020 OCT -1 PM 2:03
 CLERK OF THE BOARD
 BOARD OF SUPERVISORS

SUBJECT: COVID-19 Coronavirus Aid, Relief, and Economic Security Act Economic Support

CEO CONCUR

Frank Kim
Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
 Date: 2020.10.01 12:13:14 -0700

CEO Signature

COUNTY COUNSEL REVIEW

No Legal Objections
 Action
Nicole A. Smith

County Counsel Signature

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

Budgeted: Yes

Current Year Cost: See Financial Impact Section

Annual Cost: N/A

Staffing Impact: N/A

of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: Federal: 100% (CARES Act)

County Audit in last 3 years N/A

Prior Board Action: 5/26/2020 #2, 5/19/2020 #S68A

RECOMMENDED ACTION(S)

1. Authorize the Members of the Board of Supervisors to allocate their districts' remaining amounts, if any, of their previously designated portion of \$75,000,000 in Coronavirus Aid, Relief, and Economic Security Act funding for economic support for the following purposes:
 - a. Transfers to public agencies, including schools, within the Supervisorial District to be used for eligible expenses under the Coronavirus Aid, Relief, and Economic Security Act as designated by the respective Board of Supervisors member.
 - b. Contract for the purchase of goods or services to be used in the Supervisorial District in amounts that do not exceed \$50,000 for eligible expenses under the Coronavirus Aid, Relief, and Economic Security Act.

SUMMARY:

Approval of the item will allow expanded usage before December 31, 2020, of residual amounts within the previously allocated \$75 million in federal Coronavirus Aid, Relief, and Economic Security Act funding for any eligible expense outlined in the United States Department of the Treasury State & Local Guidance for Coronavirus Aid, Relief, and Economic Security Act funds.

BACKGROUND INFORMATION:

On May 19, 2020, the Orange County Board of Supervisors (Board) voted to allocate \$75 million in federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding for economic support for Orange County businesses that must be expended by December 30, 2020, and directed the County Executive Office to return with a definition for “small business” and options for use of the funding related to small business recovery for consideration by the Board.

On May 26, 2020, the Board voted to allocate \$75 million in federal CARES Act funding equally between the five supervisorial districts for economic support initiatives in response to COVID-19. Each member of the Board was given the authority to allocate \$15 million of the funding in accordance with the CARES Act and economic needs in each district.

Now that the economic support programs have been completed, some districts may have residual funds and are seeking approval to allocate these funds within their districts for any approved CARES Act expenditures as set forth in the State & Local Guidance provided by the United States Department of the Treasury (Department of Treasury). These funds must be expended before December 30, 2020, or they must be returned to the Department of Treasury.

FINANCIAL IMPACT:

On May 19, 2020, the Board appropriated \$554 million to the miscellaneous fund to be expended in accordance with CARES Act requirements and Department of Treasury Guidance. On May 26, 2020, the Board allocated \$75 million of the \$554 million appropriation to provide economic support within the County. This Agenda Staff Report would allow Board members to expand the usage of the residual amounts of their share of the previously allocated \$75 million, but would not increase this amount.

STAFFING IMPACT:

N/A



County Executive Office

Siled

Memorandum

October 2, 2020

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2020.10.02 11:07:05
+0700

RECEIVED
2020 OCT -2 AM 11:28
CLERK OF THE BOARD OF SUPERVISORS

The County Executive Office is requesting a Supplemental Agenda Staff Report for the October 6, 2020, Board Hearing.

Agency: Health Care Agency
Subject: Contract for Adult Crisis Residential Services
Districts: 3

Reason for supplemental: The County Executive Office is requesting this Supplemental Item be placed on the October 6, 2020, Board agenda to allow for Be Well partner agencies to collaborate with the selected service provider. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

Agenda Item SLP
Clerk's Use Only

2020 OCT -2 PM 11:28
CLERK OF THE BOARD
BOARD OF SUPERVISORS
RECEIVED

MEETING DATE: 10/6/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 3
SUBMITTING AGENCY/DEPARTMENT: Health Care Agency
DEPARTMENT HEAD REVIEW: [Signature]
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Annette Mugrditchian (714) 834-5026
Jeff Nagel (714) 834-7024

SUBJECT: Contract for Adult Crisis Residential Services

CEO CONCUR

[Signature]
Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2020.10.02 11:08:43 -0700
CEO Signature

COUNTY COUNSEL REVIEW

No Legal Objection
[Signature]
County Counsel Signature

CLERK OF THE BOARD

Discussion
3 Votes Board Majority

Budgeted: Yes **Current Year Cost:** \$1,764,064 **Annual Cost:** FY 2021-22
\$2,810,126
FY 2022-23 \$2,827,239

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

Prior Board Action: 06/02/2020 #23, 04/23/2019 #30, 05/08/2018 #25, 05/24/2016 #52

RECOMMENDED ACTION(S)

1. Approve the selection of and Contract with Exodus Recovery, Inc. for provision of Adult Crisis Residential Services, for the term of November 1, 2020, through June 30, 2023, for an amount not to exceed \$7,401,429, renewable for two additional one-year terms.
2. Pursuant to Contract Policy Manual Section 3.4-114, authorize the County Procurement Officer or authorized Deputy, to exercise a contingency contract cost increase not to exceed a total of 10 percent of the contract amount for the first year of the contract, for the entire term of the contract, including renewals, and within the scope of work set forth in the contract. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Officer.
3. Authorize the County Procurement Officer or authorized Deputy to execute the contract as referenced in the Recommended Actions above.

SUMMARY:

Approval of the Contract with Exodus Recovery, Inc. for provision of Adult Crisis Residential Services will allow services to be provided to adults who are in a mental health crisis and at risk of hospitalization.

BACKGROUND INFORMATION:

Your Honorable Board of Supervisors (Board) approved the contracts below for provision of Adult Crisis Residential Services.

Contract	Board Date	Action	Term	Max Obligation
Telecare Corporation (Central Location)	May 8, 2018	Board Approved Contract	July 1, 2018 - June 30, 2019	\$1,930,787
Telecare Corporation (Central Location)	April 23, 2019	Board Approved Contract	July 1, 2019 - June 30, 2020	\$2,239,783
Telecare Corporation (Central Location)	June 02, 2020	Board Approved Contract	July 1, 2020 – December 31,2020	\$1,119,894
Stars Behavioral Health Group, Inc. (Central Location)	June 23, 2020	Board Approved Contract	August 1, 2020 – June 30,2022	\$4,292,927

The Health Care Agency (HCA) released a Request for Proposal (RFP) for Adult Crisis Residential Services on January 21, 2020, via BidSync. There were three responders to the RFP: Exodus Recovery, Inc., Telecare Corporation and Stars Behavioral Health Group, Inc., dba Coastal Star Behavioral Health (Stars). An evaluation panel evaluated the proposals and recommended award of the contract to Exodus Recovery, Inc. for provision of Adult Crisis Residential Services North Campus Regions. HCA staff have conducted due diligence on the vendor. Reference checks were satisfactory and were completed with Los Angeles County Department of Mental Health, the Department of Health Services, Los Angeles County and Robin C. Kay, Ph.D. HCA issued the intent to award letter to Exodus Recovery, Inc. and has finalized the negotiation process.

Scope of Services:

The Adult Crisis Residential program located at 265 S. Anita Drive in Orange (North Campus Region) will provide services to Orange County residents 18 years of age and older. Crisis Residential Services provide positive, temporary alternatives for people experiencing acute psychiatric episodes or intense emotional distress who might otherwise face voluntary or involuntary inpatient treatment. Program will provide crisis intervention, therapy, medication monitoring and evaluation to determine the need and intensity of additional services within a framework of evidence-based and trauma-informed approaches to recovery planning, including a rich peer support component. The program will include treatment for co-occurring disorders. The program will emphasize mastery of daily living skills and social development using strength-based approaches that support recovery and wellness. The residential settings create solid links to the Continuum of Care with emphasis on housing supports and linkages that will ease the transitions into independent living and prevent recidivism.

This program operates 24 hours a day, seven days a week, emulating a home-like environment and supporting a social rehabilitation model, designed to enhance clients’ social connections with family or community to help them reintegrate into the community and prevent inpatient stays. Services will involve families and significant others throughout the treatment episodes so that the dynamics of the clients’

circumstances are improved prior to discharge. Clients will be referred from Adult and Older Adult Behavioral Health County or County-contracted behavioral health providers. Services will include collaborating with existing behavioral health providers to arrange for discharge planning, appropriate housing placements, as needed, in addition to securing linkages to ongoing treatment providers. The program will operate at a licensed County-provided 15-bed Crisis Residential facility. The average length of stay per client will be 14 days.

Performance Outcomes:

Contracted Outcomes for Adult Crisis Residential Central Region	FY 2018-19 Total Persons Served: 447	FY 2019-20 (July through May) Total Persons Served: 435
A minimum of 95 percent occupancy of the six-bed facility	79%	89%
A minimum of 95 percent discharged to lower level of care	86%	85%
A minimum of 95 percent linked to a continuing care provider	69%	69%
A minimum of 95 percent not hospitalized within 48 hours of discharge	99%	98%
A minimum of 90 percent not readmitted within 14 days of discharge	99%	98%

For Exodus Recovery, Inc., HCA will be utilizing the above metrics for the new provider and is adding the performance outcomes metric that 75 percent of clients will not require inpatient hospitalization while in the program and for 60 days post-discharge from the program. This metric was added to be consistent with the Children Youth Behavioral Health program for Mental Health Services Act reporting purposes, and to stretch the program to increase treatment goals and solidify clinical gains during and after treatment. The goal of linking 95 percent of clients to a continuing care provider is set at a high standard for the clients served. It is an expectation that the contractor will make linkage appointments early on in the treatment episode and utilize peer support to improve success and meet targeted outcomes. Exodus Recovery, Inc. has submitted a plan to meet the proposed outcome metrics and has proposed utilizing other evidenced-based tools to measure client improvement throughout the client’s treatment episode.

FY 2018-19, the data for hospitalizations following admission to the Crisis Residential programs are below for reference:

Crisis Residential FY 2018-19		
Measure	Hospitalization Rate – Up to 48 Hours Following Discharge	Hospitalization Rate – Up to 60 Days Following Discharge
Goal	Less than 5%	Less than 25%
Outcome	1%	19%

HCA will work with the provider to develop a good neighbor policy as required by their contract. To date, HCA has not received any negative feedback from the community. The location of this facility is in the city of Orange.

This Contract includes subcontractors. See Attachment B for information regarding subcontractors and Contract Summary Form.

The Contract contains a mutual indemnification provision, which varies from the County standard of sole indemnification. County Executive Office/Risk Management has approved the indemnification provision and determined the risk to be acceptable for these services. See Attachment C for Risk Assessment Form.

This item is coming to your Board with less than 30 days prior to execution of the Agreement due to the request of the CEO's office on behalf of the Board. This Agreement was brought to your Board at the earliest Board date available to expedite the implementation of this new program that will fill an unmet need in Orange County.

HCA requests that the Board approve the Contract with Exodus Recovery, Inc. for provision of Adult Crisis Residential Services as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Budget Control 042 FY 2020-21 Budget and will be included in the budgeting process for future years.

Funding Source

State: 59% (Mental Health Services Act/Prop 63)

Fees/Other: 41% (Federal Financial Participation Medi-Cal)

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract MA-042-21010447 for Adult Crisis Residential Services

Attachment B - Contract Summary Form

Attachment C - Risk Assessment Form

1 CONTRACT FOR PROVISION OF
2 ADULT CRISIS RESIDENTIAL SERVICES NORTH CAMPUS
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 EXODUS RECOVERY, INC.
7 NOVEMBER 1, 2020 THROUGH JUNE 30, 2023
8

9 THIS CONTRACT entered into this 1st day of November 2020 (effective date), is by and
10 between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and
11 EXODUS RECOVERY, INC., a California Subchapter S Corporation (CONTRACTOR). COUNTY
12 and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
13 "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency or
14 an authorized designee ("ADMINISTRATOR").
15

16 WITNESSETH:
17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult Crisis
19 Residential Services North Campus described herein to the Clients of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: November 1, 2020 through June 30, 2023
Period One means the period from November 1, 2020 through June 30, 2021
Period Two means the period from July 1, 2021 through June 30, 2022
Period Three means the period from July 1, 2022 through June 30, 2023

Maximum Obligation:

Period One Maximum Obligation: \$1,764,064
Period Two Maximum Obligation: \$2,810,126
Period Three Maximum Obligation: \$2,827,239
TOTAL MAXIMUM OBLIGATION: \$7,401,429

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 79-498-6146

CONTRACTOR TAX ID Number: 95-4156974

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: Exodus Recovery, Inc.
9808 Venice Boulevard, Suite 700
Culver City, CA 90232
ATTN: Luana Murphy, President/CEO
Lmurphy@exodusrecovery.com

I. ACRONYMS

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

1		
2		
3		
4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AES	Advanced Encryption Standard
6	C. AIDS	Acquired Immune Deficiency Syndrome
7	D. ARRA	American Recovery and Reinvestment Act of 2009
8	E. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
9	F. ASI	Addiction Severity Index
10	G. ASRS	Alcohol and Drug Programs Reporting System
11	H. BCP	Business Continuity Plan
12	I. BHS	Behavioral Health Services
13	J. CalOMS	California Outcomes Measurement System
14	K. CalWORKs	California Work Opportunity and Responsibility for Kids
15	L. CAP	Corrective Action Plan
16	M. CCC	California Civil Code
17	N. CCR	California Code of Regulations
18	O. CD/DVD	Compact Disc/Digital Video or Versatile Disc
19	P. CEO	County Executive Office
20	Q. CESI	Client Evaluation of Self at Intake
21	R. CEST	Client Evaluation of Self and Treatment
22	S. CFDA	Catalog of Federal Domestic Assistance
23	T. CFR	Code of Federal Regulations
24	U. CHPP	County HIPAA Policies and Procedures
25	V. CHS	Correctional Health Services
26	W. CIPA	California Information Practices Act
27	X. CMPPA	Computer Matching and Privacy Protection Act
28	Y. COI	Certificate of Insurance
29	Z. CPA	Certified Public Accountant
30	AA. CSW	Clinical Social Worker
31	AB. DHCS	California Department of Health Care Services
32	AC. D/MC	Drug/Medi-Cal
33	AD. DoD	US Department of Defense
34	AE. DPFS	Drug Program Fiscal Systems
35	AF. DRP	Disaster Recovery Plan
36	AG. DRS	Designated Record Set
37	AH. DSM	Diagnostic and Statistical Manual of Mental Disorders

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

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

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II. ALTERATION OF TERMS

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35

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

36

37

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits, whether written or verbal, made by the parties, their officers, employees or

1 agents shall be valid unless made in the form of a written amendment to this Contract, which has been
2 formally approved and executed by both parties.

3 4 **III. ASSIGNMENT OF DEBTS**

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

12 13 **IV. COMPLIANCE**

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

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

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

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

33 3. If CONTRACTOR does not provide proof of its own compliance program to
34 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
35 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
36 thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR
37 will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

1 CONTRACTOR shall have as many Covered Individuals it determines necessary complete
2 ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **V. CONFIDENTIALITY**

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

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

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

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

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

1 Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of
2 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
3 consultants, subcontractors, volunteers and interns.

4 5 **VI. CONFLICT OF INTEREST**

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

14 15 **VII. COST REPORT**

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

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

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

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

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

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

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

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

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

37 //

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

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

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

16
17 Signed _____
18 Name _____
19 Title _____
20 Date _____"

21
22 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

23 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

37 //

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

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

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

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

12 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
13 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
14 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
15 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
16 Any attempted assignment or delegation in derogation of this paragraph shall be void.
17

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

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

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

36 3. If CONTRACTOR is a governmental organization, any change to another structure,
37 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board

1 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
2 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
3 this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

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

3 4 **X. DISPUTE RESOLUTION**

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

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

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

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

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

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

33 34 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

35 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
36 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
37 consultants performing work under this Contract meet the citizenship or alien status requirements set

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

7 8 **XII. EQUIPMENT**

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

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

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

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

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

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

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

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

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

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

17 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
18 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.
19 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in
20 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.
21

22 **XIV. INDEMNIFICATION AND INSURANCE**

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

34 B. County agrees to indemnify and hold harmless Contractor, its officers, employees, and/or
35 directors from third party claims, demands, or liability, but only to the extent such claims, demands or
36 liability result from the willful misconduct or reckless acts of County in performing its obligations
37 pursuant to this Contract. If judgment is entered against COUNTY and CONTRACTOR by a court of

1 competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and
2 CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall
3 request a jury apportionment.

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

8 D. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
9 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
10 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
11 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
12 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors
13 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject
14 to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

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

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

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

8 I. QUALIFIED INSURER

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

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

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

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

1 Sexual Misconduct Liability

\$1,000,000 per occurrence

2
3 K. REQUIRED COVERAGE FORMS

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

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

8 L. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

23 W. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

7 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
8 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
9 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
10

11 **XV. INSPECTIONS AND AUDITS**

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

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

26 C. AUDIT RESPONSE

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

32 2. If the audit reveals that money is payable from one Party to the other, that is,
33 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
34 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)
35 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
36 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
37 //

1 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
2 amount not to exceed the reimbursement due COUNTY.

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

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

10 11 **XVI. LICENSES AND LAWS**

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

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

- 23 1. ARRA of 2009.
- 24 2. Trafficking Victims Protection Act of 2000.
- 25 3. WIC, Division 5, Community Mental Health Services.
- 26 4. WIC, Division 6, Admissions and Judicial Commitments.
- 27 5. WIC, Division 7, Mental Institutions.
- 28 6. HSC, §§1250 et seq., Health Facilities.
- 29 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 30 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 31 9. CCR, Title 17, Public Health.
- 32 10. CCR, Title 22, Social Security.
- 33 11. CFR, Title 42, Public Health.
- 34 12. CFR, Title 45, Public Welfare.
- 35 13. USC Title 42. Public Health and Welfare.
- 36 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 37 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.

1 16. 42 USC §1857, et seq., Clean Air Act.

2 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

3 18. 31 USC 7501.70, Federal Single Audit Act of 1984.

4 19. Policies and procedures set forth in Mental Health Services Act.

5 20. Policies and procedures set forth in DHCS Letters.

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

7 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
8 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

9 23. 42 CFR, Section 438, Managed Care Regulations

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

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

16
17 **XVII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

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

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

1 **XVIII. MAXIMUM OBLIGATION**

2 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
3 Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in
4 the Referenced Contract Provisions of this Contract.

5 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
6 percent (10%) of the first twelve months of funding for this Contract.

7
8 **XIX. MINIMUM WAGE LAWS**

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

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

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

23
24 **XX. NONDISCRIMINATION**

25 **A. EMPLOYMENT**

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

36 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
37 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or

1 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection
2 for training, including apprenticeship.

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

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

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

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

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

33 1. Denying a Client or potential Client any service, benefit, or accommodation.

34 2. Providing any service or benefit to a Client which is different or is provided in a different
35 manner or at a different time from that provided to other Clients.

36 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
37 others receiving any service and/or benefit.

1 4. Treating a Client differently from others in satisfying any admission requirement or
2 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
3 any service and/or benefit.

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

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

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

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

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

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

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

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

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

37 //

XXI. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Contract 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 Contract 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 Contract 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 Contract, 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 Contract, 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 Contract; 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 E-Mail 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 Contract.

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

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

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

7 8 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

16 17 **XXIV. PATIENT'S RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
27 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
28 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.
29

30 **XXVI. RESEARCH AND PUBLICATION**

31 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
32 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for
33 publication.
34

35 **XXVII. REVENUE**

36 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
37 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other

1 third party health plans, are provided pursuant to this Contract, their estates and responsible relatives,
2 according to their ability to pay as determined by the State Department of Health Care Services’
3 “Uniform Method of Determining Ability to Pay” procedure or by any other payment procedure as
4 approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR.
5 Such fee shall not exceed the actual cost of services provided. No Client shall be denied services
6 because of an inability to pay.

7 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
8 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.
9 Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.
10 CONTRACTOR must use the third-party billing and reimbursement administrator designated by
11 ADMINISTRATOR during the term of this Contract, if any, as directed by ADMINISTRATOR.

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

18 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
19 persons other than individuals or groups eligible for services pursuant to this Contract.
20

21 **XXVIII. SEVERABILITY**

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

28 **XXIX. SPECIAL PROVISIONS**

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

- 31 1. Making cash payments to intended recipients of services through this Contract.
- 32 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
33 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
34 use of appropriated funds to influence certain federal contracting and financial transactions).
- 35 3. Fundraising.

36 //

37 //

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

4 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing
5 body for expenses or services.

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

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

12 8. Severance pay for separating employees.

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

15 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

29 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
30 CONTRACTOR’s Clients.

31
32 **XXX. STATUS OF CONTRACTOR**

33 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
34 wholly responsible for the manner in which it performs the services required of it by the terms of this
35 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
36 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the
37 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR

1 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
2 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
3 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
4 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
5 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
6 shall not be considered in any manner to be COUNTY's employees.

7 8 **XXXI. TERM**

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

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

17 18 **XXXII. TERMINATION**

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

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

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

37 //

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

5 C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

35 8. To the extent services are terminated, cancel outstanding commitments covering the
36 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
37 commitments which relate to personal services. With respect to these canceled commitments,

1 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
2 arising out of such cancellation of commitment which shall be subject to written approval of
3 ADMINISTRATOR.

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

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

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

21
22 **XXXIII. THIRD PARTY BENEFICIARY**

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

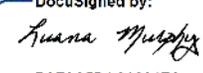
26
27 **XXXIV. WAIVER OF DEFAULT OR BREACH**

28 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
29 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
30 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
31 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
32 Contract.

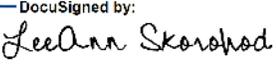
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34 //
35 //
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1 IN WITNESS WHEREOF, the parties have executed this Contract, in the County of Orange, State
2 of California.

3
4 EXODUS RECOVERY, INC.

5
6 BY:  _____ DATED: 10/1/2020
7 DocuSigned by:
D8E8C5DAC0884E2...

8
9 TITLE: President/CEO

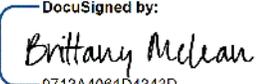
10
11 BY:  _____ DATED: 10/1/2020
12 DocuSigned by:
DD3FA41BD4674B9...

13
14 TITLE: Secretary/COO

15
16
17 COUNTY OF ORANGE

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

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

28
29 BY:  _____ DATED: 10/1/2020
30 DocuSigned by:
9713A4081D4343D...
31 DEPUTY

32
33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

1 EXHIBIT A
2 TO THE CONTRACT FOR PROVISION OF
3 ADULT CRISIS RESIDENTIAL SERVICES NORTH CAMPUS
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 EXODUS RECOVERY, INC.
8 NOVEMBER 1, 2020 THROUGH JUNE 30, 2023
9

10 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 19. FSP

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

- 20 1) Crisis management;
- 21 2) Housing Services;
- 22 3) Twenty-four (24) hours per day, seven (7) days per week intensive case
23 management;
- 24 4) Community-based Wraparound Recovery Services;
- 25 5) Vocational and Educational services;
- 26 6) Job Coaching/Developing;
- 27 7) Consumer employment;
- 28 8) Money management/Representative Payee support;
- 29 9) Flexible Fund account for immediate needs;
- 30 10) Transportation;
- 31 11) Illness education and self-management;
- 32 12) Medication Support;
- 33 13) Co-occurring Services;
- 34 14) Linkage to financial benefits/entitlements;
- 35 15) Family and Peer Support; and
- 36 16) Supportive socialization and meaningful community roles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 56. UMDAP means the Uniform Method of Determining Ability to Pay and refers to the
20 method used for determining the annual Consumer liability for Mental Health Services received from
21 the COUNTY mental health system and is set by the State of California. Every client seen in any
22 COUNTY or COUNTY-contracted program needs an UMDAP regardless of contract payment structure,
23 whether the contract is actual cost based or fee for service.

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

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

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

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II. BUDGET

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
CLIENT DAY ADMINISTRATIVE COSTS				
Indirect Costs	\$ 136,628	\$ 273,257	\$ 273,257	\$ 683,142
SUBTOTAL ADMINISTRATIVE	\$ 136,628	\$ 273,257	\$ 273,257	\$ 683,142
PROGRAM COSTS				
Salaries	\$ 561,874	\$ 1,123,747	\$ 1,123,747	\$2,809,368
Benefits	140,469	280,937	280,937	702,343
Services & Supplies	536,194	987,469	1,004,582	2,528,245
Start-Up Costs	<u>316,541</u>	<u>0</u>	<u>0</u>	<u>316,541</u>
SUBTOTAL PROGRAM	\$ 1,555,078	\$ 2,392,153	\$ 2,409,266	\$6,356,497
TOTAL CLIENT DAY COSTS	\$ 1,691,706	\$ 2,665,410	\$ 2,682,523	\$7,039,639
MEDICATION SUPPORT ADMINISTRATIVE COSTS				
Indirect Costs	\$ 9,438	\$ 18,876	\$ 18,876	\$ 47,190
SUBTOTAL ADMINISTRATIVE	\$ 9,438	\$ 18,876	\$ 18,876	\$ 47,190
PROGRAM COSTS				
Subcontractor	\$ 62,920	\$ 125,840	\$ 125,840	\$ 314,600
SUBTOTAL SUBCONTRACT	\$ 62,920	\$ 125,840	\$ 125,840	\$ 314,600
TOTAL MEDICATION SUPPORT COSTS	\$ 72,358	\$ 144,716	\$ 144,716	\$ 361,790
TOTAL COST	\$ 1,764,064	\$ 2,810,126	\$ 2,827,239	\$7,401,429
REVENUE				
FFP Medi-Cal	\$ 531,848	\$ 1,263,695	\$ 1,263,695	\$3,059,238
MHSA	<u>1,232,216</u>	<u>1,546,431</u>	<u>1,563,544</u>	<u>4,342,191</u>
TOTAL REVENUE	\$ 1,764,064	\$ 2,810,126	\$ 2,827,239	\$7,401,429
MAXIMUM OBLIGATION	\$ 1,764,064	\$ 2,810,126	\$ 2,827,239	\$7,401,429

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

1 (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may
2 include operating income.

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

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

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

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

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

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III. PAYMENTS

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2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
3 \$220,508 per month for Period One, \$234,177 per month for Period Two and \$235,603 per month for
4 Period Three. All payments are interim payments only and are subject to Final Settlement in accordance
5 with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the
6 actual cost of providing the services, which may include Indirect Administrative Costs, as identified in
7 Subparagraph II.A. of this Exhibit A to the Contract; provided, however, the total of such payments does
8 not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract provisions of the
9 Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State
10 and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices or
11 make advance payments for any month during the term.

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

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

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

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

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

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

36 E. CONTRACTOR's inability to provide services in the manner required under this Contract due
37 to a COVID-19 outbreak at its facility shall not impact the payment of salaries and employee benefits,

1 but only for a period of up to three (3) days or other longer time period deemed reasonably appropriate
2 by COUNTY in its sole discretion; provided that (a) CONTRACTOR gives COUNTY written notice of
3 the COVID-19 outbreak at the facility within thirty-six (36) hours of the start of the COVID-19
4 outbreak; (b) CONTRACTOR avails itself of all reasonably available remedies to resume performance
5 of services in the manner required under this Contract; and (c) CONTRACTOR was in complete
6 compliance with local and state requirements pertaining to COVID-19 from the Contract effective date
7 through the date of the COVID-19 outbreak. In the event CONTRACTOR is unable to perform services
8 in the manner required under this Contract after the three (3) days or other longer time frame deemed
9 reasonably appropriate by COUNTY, or fails to meet any of the three conditions on which the continued
10 payment is conditioned, COUNTY may immediately terminate this Contract by written notice to
11 CONTRACTOR.

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

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

17 18 **IV. REPORTS**

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

21 **B. FISCAL**

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

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

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

9 D. PROGRAMMATIC

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

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

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

- 19 1) current schedule of groups and activities;
- 20 2) a description of chart compliance activities as well as the outcome of chart reviews;
- 21 3) number of admissions;
- 22 4) referral source upon admission;
- 23 5) type of funding upon admission;
- 24 6) average length of stay;
- 25 7) number of admissions by funding (Medi-Cal, unfunded, etc.);
- 26 8) average daily census;
- 27 9) number of discharges;
- 28 10) type of residence on discharge (independent, home with family, Sober Living, etc.);
- 29 11) voluntary and involuntary hospitalizations that occur during Client's stay or within
30 forty-eight (48) hours of discharge;
- 31 12) readmissions within forty-eight (48) hours and within fourteen (14) days of
32 discharge;
- 33 13) number of individual counseling sessions and duration of sessions per month;
- 34 14) number of educational groups and the duration of each group type provided to
35 Clients per month;
- 36 15) number of attendees to the groups per month; and
- 37 16) percentage of Clients attending groups.

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

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

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

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

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

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

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

25 2. Maximize the use of the allocated funds;

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

27 4. Maintain appropriate staffing levels;

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

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

30 7. Track and report expenditures electronically;

31 8. Maintain electronic and telephone communication between key staff and the Contract and
32 Program Administrators; and

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

34 H. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by
35 ADMINISTRATOR. Said psychometrics are for the COUNTY's analytical uses only, and shall not be
36 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY
37 //

1 harmless, and indemnify pursuant to Section XII, from any claims that arise from non-COUNTY use of
2 said psychometrics.

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

5
6 **V. SERVICES**

7 **A. FACILITIES**

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

12
13 265 South Anita Drive
14 Orange, CA 92868
15

- 16 2. CONTRACTOR shall meet the standards of the applicable sections of:
 - 17 a. HSC Code 1520 et.seq;
 - 18 b. CCR, Title 22. Division 6, Chapter 2, Social Rehabilitation Facilities;
 - 19 Subchapter 1, Article 7;
 - 20 c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of
 - 21 Social Rehabilitation Programs;
 - 22 d. WIC Division 5, Part 2, Chapter 2.5, Article 1, section 5670.5;
 - 23 e. Section 504 of the Rehabilitation Act of 1973 -- (29 U.S.C. 794 et seq., as implemented
 - 24 in 45 CFR 84.1 et seq.);
 - 25 f. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) pertaining to the
 - 26 prohibition of discrimination against qualified persons with disabilities in all programs or activities, as
 - 27 they exist now or may be hereafter amended together with succeeding legislation.

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

30 3. The facility shall be open for regular admissions between the hours of 8:00 a.m. and
31 8:00 p.m. Monday through Sunday, and will also maintain the ability to accept an admission outside of
32 these hours as requested. Services to Clients in this program will be provided on a twenty-four (24)
33 hour, seven (7) day per week, three hundred sixty-five (365) day per year basis.

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

36 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide short-term crisis residential
37 services to individuals evaluated by and referred by COUNTY and COUNTY contractors as

1 appropriate. CONTRACTOR shall not provide walk-in evaluation and admission services unless
2 mutually agreed upon, in writing, between CONTRACTOR and ADMINISTRATOR.
3 ADMINISTRATOR will serve as the principal source to authorize admissions of individuals who meet
4 the following criteria:

5 1. Adults between ages eighteen and fifty-nine (18 and 59) and individuals over sixty (60)
6 years of age whose needs are compatible with those of other Clients if they require the same level of
7 care and supervision and all Community Care Licensing requirements can be met.;

8 2. COUNTY Client;

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

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

11 and

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

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

35 Intensive psychosocial services are provided on an individual and group basis by licensed and
36 licensed waived mental health professionals, including therapy, crisis intervention, group education,
37 assistance with self-administration of medications and case management. The focus is on recovery and

1 intensive behavioral health treatment, management and discharge planning, linkage and reintegration
2 into the community. The average length of stay per Client is fourteen (14) days. The program will
3 offer an environment where Clients are supported as they look at their own life experiences, set their
4 own paths toward recovery, and work towards the fulfillment of their hopes and dreams. The Clients
5 are expected to participate fully in all program activities, including all individual sessions, groups, and
6 recovery oriented outings.

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

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

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

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

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

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

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

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

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

35 7) CONTRACTOR and Client will together develop a written treatment/service plan
36 specifying goals and objectives, involving Client's family and support persons as appropriate, and as
37 aligned with a recovery focused, person-centered and directed approach within seventy-two (72) hours

1 of admission. CONTRACTOR shall involve the Client's family and support persons or document
2 attempts to obtain consent until consent is obtained or the Client is discharged.

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

6 b. Therapeutic Services:

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

37 //

1 c. Case Management/Discharge Services:

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

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

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

18 4) CONTRACTOR shall coordinate treatment with physical health providers as
19 appropriate and assist Clients with accessing medical and dental services, and providing transportation
20 and accompaniment to those services as needed.

21 5) CONTRACTOR shall come up with a plan to provide a van/car for each admission
22 as needed accompanied by a residential counselor so that a warm hand-off can occur when a client is in
23 need of transport to the facility. This will also ensure that the engagement and welcoming process
24 commences immediately when a referral is received. Transportation out of the program will also be
25 required to be provided by CONTRACTOR.

26 6) CONTRACTOR shall obtain prior approval from the ADMINISTRATOR for
27 Clients who are deemed necessary to stay in the program for more than fourteen (14) days.
28 CONTRACTOR shall obtain prior written approval from the ADMINISTRATOR for Clients who are
29 deemed necessary to stay in the program for more than thirty (30) days.

30 7) Unplanned discharges will be avoided at all costs and only after all other
31 interventions have failed. If, at any time, a Client presents as a serious danger to themselves or others,
32 CONTRACTOR shall assess the safety needs of all concerned and may have the Client assessed for
33 voluntary or involuntary hospitalization utilizing ADMINISTRATOR protocols. If a Client is seriously
34 or repetitively non-compliant with the program, CONTRACTOR may discharge the Client if deemed
35 necessary and only following a multi-disciplinary case conference which will include the
36 ADMINISTRATOR. CONTRACTOR shall be in compliance with eviction procedures following the
37 //

1 CCR, Title 22, Section 81068.5, and Title 9, Section 532.3, and will provide an unusual occurrence
2 report to ADMINISTRATOR no later than the following business day.

3 8) In the event a Client leaves the program without permission, CONTRACTOR shall
4 hold Client's bed open for twenty-four (24) hours unless otherwise mutually agreed upon by
5 ADMINISTRATOR and CONTRACTOR.

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

10 d. Medication Support Services:

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

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

18 3) CONTRACTOR shall obtain signed medication consent forms for each
19 psychotropic medication prescribed.

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

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

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

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

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

33 9) CONTRACTOR shall provide a medication follow-up visit by a psychiatrist at a
34 frequency necessary to manage the acute symptoms to allow the Client to safely stay at the Crisis
35 Residential Program and to prepare the Client to transition to outpatient level of care upon discharge. At
36 a minimum, CONTRACTOR shall provide an initial psychiatric evaluation by a psychiatrist within
37 //

1 twelve (12) hours after admission and will have a psychiatrist available as needed for medication
2 follow-up as needed or at a minimum twice per week thereafter.

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

8 11) CONTRACTOR shall utilize the COUNTY PBM to supply medications for
9 unfunded Clients.

10 e. Transportation Services:

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

16 f. Food Services:

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

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

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

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

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

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

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

35 3. COUNTY certified reviewers, who will be the Clinical Supervisor and the Program
36 Administrator/Manager, will complete one hundred percent (100%) audit of Client charts regarding
37 clinical documentation, insuring all charts are in compliance with medical necessity and Medi-Cal and

1 Medicare chart compliance. Charts will be reviewed within one day of admission to ensure that all
2 initial charting requirements are met and at the time of discharge. CONTRACTOR shall ensure that all
3 chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR
4 shall ensure that all chart documentation is completed within the appropriate timelines.

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

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

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

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

15 8. Review and approve all quarterly logs submitted to ADMINISTRATOR, (e.g. medication
16 monitoring and utilization review); and

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

19 E. QUALITY IMPROVEMENT

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

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

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

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

35 5. CONTRACTOR shall allow ADMINISTRATOR to attend QIC and medication monitoring
36 meetings.

37 //

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

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

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

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

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

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

17 5. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or
18 ADMINISTRATOR.

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

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

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

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

26 d. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
27 conditions:

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

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

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

31 4) Token is malfunctioning; or

32 5) Termination of Contract.

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

35 f. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice.
36 All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if
37 available, and if applicable.

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

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

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

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

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

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

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

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

1 13. Code of Conduct/Compliance;

2 14. Mandated Reporting; and

3 15. Good Neighbor Policy.

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

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

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

8 3. Orientation to the services section, as outlined in the Services Section of this Exhibit A to
9 the Contract;

10 4. Recovery philosophy and individual empowerment;

11 5. Crisis intervention and de-escalation;

12 6. Substance abuse and dependence; and

13 7. Motivational interviewing.

14 M. PERFORMANCE OUTCOMES

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

17 a. maintain an occupancy rate of at least ninety-five percent (95%);

18 b. maintain an average length of stay of fourteen (14) days or less;

19 c. discharge at least ninety-five percent (95%) of Clients to a lower level of care;

20 d. link at least ninety-five percent (95%) of Clients to outpatient services at discharge.

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

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

23 e. ensure at least ninety-five percent (95%) of Clients do not require inpatient
24 hospitalization within forty-eight (48) hours of discharge;

25 f. ensure at least seventy-five percent (75%) of Clients do not require inpatient
26 hospitalization within sixty (60) days of discharge.,

27 g. Ensure at least ninety percent (90%) of Clients do not readmit within forty-eight (48)
28 hours of discharge; and

29 h. ensure at least seventy-five percent (75%) of Clients do not readmit within sixty (60)
30 days of discharge; and

31 i. Develop an evidenced based performance metric of Client improvement measured upon
32 admission and upon linkage and discharge.

33 j. Research, propose and develop additional evidenced based metrics/performance
34 objectives that are relevant to described services and desired outcomes.

35 N. DATA CERTIFICATION

36 1. CONTRACTOR shall certify the accuracy of their data and maintain an accurate and
37 complete database for all individuals served under this Contract. The Client database shall be certified

1 upon monthly submission and uploaded to an approved File Transfer Protocol by the tenth (10th) of
2 every month. If CONTRACTOR's current database copy cannot be submitted via Microsoft Access file
3 format, the data must be made available in an HCA approved database file type. If CONTRACTOR's
4 system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring,
5 reporting, and allowing accessibility to view, run, print, and export Client records/reports.

6 2. CONTRACTOR shall, within two (2) weeks of notice by COUNTY, correct Database
7 errors.

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

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

14 O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
15 Services Paragraph of this Exhibit A to the Contract.

16 **VI. STAFFING**

17
18 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
19 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.
20 Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical
21 staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless
22 minimum qualifications are not met. Salary savings resulting from such vacant positions may not be
23 used to cover costs other than salaries and employees benefits unless otherwise authorized, in writing
24 and in advance, by ADMINISTRATOR.

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

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

35 D. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the
36 COUNTY's New Provider Training.

37 //

1 E. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training
 2 and Annual Compliance Training.

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

- 7 1. Basic knowledge of mental disorders;
- 8 2. Counseling skills, including individual, group, vocational and job counseling skills;
- 9 3. Crisis management;
- 10 4. Development and updating of needs and services plan;
- 11 5. Discharge planning;
- 12 6. Medications, including possible side effects and signs of overmedicating;
- 13 7. Knowledge of community services and resources; and
- 14 8. Principles of good nutrition, proper food preparation and storage, and menu planning.

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

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

20 H. CONTRACTOR needs to have a supervisory and administrative structure that will ensure high
 21 quality, cost effective service provision including initial and on-going staff training.

22 I. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 23 any staffing vacancies that occur during the term of the Contract.

24 J. A limited number of clinical staff shall be qualified and designated by COUNTY to perform
 25 evaluations pursuant to Section 5150, WIC.

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

<u>PROGRAM</u>	<u>Proposed FTEs</u>
Program Director	1.00
Program Support Assistant	1.40
Administrator	0.03
Data Specialist	0.50
Program Nurse	4.44
Mental Health Worker	8.56
Substance Abuse Counselor/Care Coordina	1.00
Occupational Therapist	0.50
Social Services Coordinator II	1.00

1	Peer Mentor Navigator	1.40
2	Psychiatrist	0.10
3	Nurse Practitioner	0.30
4	Chef	<u>1.40</u>
5	TOTAL FTEs	21.63

6
7 L. WORKLOAD STANDARDS

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

9 2. CONTRACTOR shall provide nine hundred fifty (950) DSHs per year of direct physician
10 time which will include medication support services which are inclusive of both billable and non-
11 billable services.

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

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

17 5. CONTRACTOR shall, during the term of the Contract, provide Client related services,
18 tracking the number of individual counseling sessions and number of therapeutic and educational
19 didactic groups provided with a minimum of four (4) groups, including two therapeutic groups
20 facilitated by licensed clinicians and two didactic groups and one (1) individual session provided by a
21 licensed clinician per day.

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

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

31 O. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
32 approval of ADMINISTRATOR.

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

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

5 3. Student intern services shall not comprise more than twenty percent (20%) of total services
6 provided.

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

11 Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
12 Staffing Paragraph of this Exhibit A to the Contract.

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1 EXHIBIT B
2 TO THE CONTRACT FOR PROVISION OF
3 ADULT CRISIS RESIDENTIAL SERVICES NORTH CAMPUS
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 EXODUS RECOVERY, INC.
8 NOVEMBER 1, 2020 THROUGH JUNE 30, 2023
9

10 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

31 9. "Required by law" means a mandate contained in law that compels an entity to make a use
32 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
33 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
34 or tribal inspector general, or an administrative body authorized to require the production of
35 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
36 participation with respect to health care providers participating in the program, and statutes or
37 //

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

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

6 B. TERMS OF CONTRACT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

20 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist
21 the COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the
22 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
23 PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such
24 Breach to the affected individual(s).

25 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
26 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
27 or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI
28 and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract,
29 Exhibit B to the Contract.

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

34 //
35 //
36 //
37 //

Contract Summary Form
Exodus Recovery, Inc.
Adult Crisis Residential Services North Campus

SUMMARY OF SIGNIFICANT CHANGES

This is a new Contract for provision of Adult Crisis Residential Services North Campus which will commence as of November 1, 2020.

SUBCONTRACTORS

This contract allows for subcontracting pursuant to Section IX. Delegation, Assignment and Subcontracts of the Contract within the contract amount for the term specified. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval.

This contract includes the following subcontractors or pass through to other providers.

Subcontractor(s) Name	Service(s)	Amount
Various	Psychiatric	\$ 125,840 maximum

CONTRACT OPERATING EXPENSES

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
CLIENT DAY				
ADMINISTRATIVE COSTS				
Indirect Costs	\$ <u>136,628</u>	\$ <u>273,257</u>	\$ <u>273,257</u>	\$ <u>683,142</u>
SUBTOTAL ADMINISTRATIVE	\$ 136,628	\$ 273,257	\$ 273,257	\$ 683,142
PROGRAM COSTS				
Salaries	\$ 561,874	\$ 1,123,747	\$ 1,123,747	\$2,809,368
Benefits	140,469	280,937	280,937	702,343
Services & Supplies	536,194	987,469	1,004,582	2,528,245
Start-Up Costs	<u>316,541</u>	<u>0</u>	<u>0</u>	<u>316,541</u>
SUBTOTAL PROGRAM	\$ 1,555,078	\$ 2,392,153	\$ 2,409,266	\$6,356,497
TOTAL CLIENT DAY COSTS	\$ 1,691,706	\$ 2,665,410	\$ 2,682,523	\$7,039,639
MEDICATION SUPPORT				
ADMINISTRATIVE COSTS				
Indirect Costs	\$ <u>9,438</u>	\$ <u>18,876</u>	\$ <u>18,876</u>	\$ <u>47,190</u>
SUBTOTAL ADMINISTRATIVE	\$ 9,438	\$ 18,876	\$ 18,876	\$ 47,190
PROGRAM COSTS				
Subcontractor	\$ <u>62,920</u>	\$ <u>125,840</u>	\$ <u>125,840</u>	\$ <u>314,600</u>

SUBTOTAL SUBCONTRACT	\$ 62,920	\$ 125,840	\$ 125,840	\$ 314,600
TOTAL MEDICATION SUPPORT COSTS	<u>\$ 72,358</u>	<u>\$ 144,716</u>	<u>\$ 144,716</u>	<u>\$ 361,790</u>
TOTAL COST	\$ 1,764,064	\$ 2,810,126	\$ 2,827,239	\$7,401,429
REVENUE				
FFP Medi-Cal	\$ 531,848	\$ 1,263,695	\$ 1,263,695	\$3,059,238
MHSA	<u>1,232,216</u>	<u>1,546,431</u>	<u>1,563,544</u>	<u>4,342,191</u>
TOTAL REVENUE	\$ 1,764,064	\$ 2,810,126	\$ 2,827,239	\$7,401,429
MAXIMUM OBLIGATION	\$ 1,764,064	\$ 2,810,126	\$ 2,827,239	\$7,401,429

- 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.

RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a Risk Assessment and determine Proper Insurance Requirements when developing an Agreement. ****Please attach Agreement and prior Risk Approval(s) if any****

Date: 9/23/20

TO: RiskMgmtInsurance@ocgov.com

FROM: Kurt Nelson

HCA

County Employee (Contact for Questions)

County Department

Phone# (Including area code): 714-834-5820

CONTRACT TYPE: Commodities Public Works Service Lease/License

A & E Other Human Services

Vendor Name: _____

Contract#/RFP#: MA-042-21010447

IFB: Yes No

Contract Amount: \$2,239,687 annually

Insurance Type to be Reviewed for Waiver or Modification of Terms

- Commercial General Liability (CGL)
- Commercial Auto Liability (AL)
- Professional Liab. (Errors & Omissions)
- Network Security & Privacy Liab.
- Other _____
- Workers' Compensation (W/C)
- Employer's Liability
- Sexual Misconduct
- Technology Error & Omissions
- Property Insurance
- Indemnification
- Limitation of Liab.

Request and Justification: The Adult Crisis Residential Services program has historically required mutual indemnification (Add another page if necessary)

language. The provider for the new Crisis Residential Services program at the Be Well Center is also requesting mutual indemnification.

To Be Completed By CEO/Risk Management

Approved

Denied

Approved as Modified

Comments: _____

Rhonda Marshall Digitally signed by Rhonda Marshall
DN: cn=Rhonda Marshall, o=County of Orange, ou=CEO/Risk
Management, email=Rhonda.Marshall@ocgov.com, c=US
Date: 2020.09.23.11:32:46-0700

Manager/CEO/Risk Management

09-23-20

Date

Note: CEO Risk Mgmt. acts as an advisory to departments regarding Risk Assessment. Any changes to a contract requires formal modification.



County Executive Office

SKE

Memorandum

October 2, 2020

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

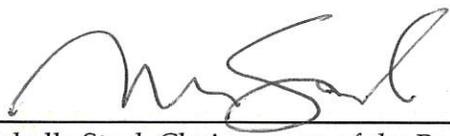
Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2020.10.02 11:06:37 -07'00'

RECEIVED
2020 OCT -2 AM 11:28
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE
CALIFORNIA

The County Executive Office is requesting a Supplemental Agenda Staff Report for the October 6, 2020, Board Hearing.

Agency: Health Care Agency
Subject: Contract for Crisis Stabilization Services
Districts: 3

Reason for supplemental: The County Executive Office is requesting this Supplemental Item be placed on the October 6, 2020, Board agenda to allow for Be Well partner agencies to collaborate with the selected service provider. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: 
Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE: 10/6/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 3

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency

DEPARTMENT HEAD REVIEW: *[Signature]*
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Annette Muirgitchian (714) 834-5026
Jeff Nagel (714) 834-7024

RECEIVED
 2020 OCT -2 AM 11:28
 CLERK OF THE BOARD
 BOARD OF SUPERVISORS

SUBJECT: Contract for Crisis Stabilization Services

<p>CEO CONCUR</p> <p><i>[Signature]</i></p> <p><small>Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2020.10.02 11:06:08 -0700</small></p> <p>CEO Signature</p>	<p>COUNTY COUNSEL REVIEW</p> <p><i>No Legal Objection</i></p> <p>Action</p> <p><i>[Signature]</i></p> <p>County Counsel Signature</p>	<p>CLERK OF THE BOARD</p> <p>Discussion</p> <p>3 Votes Board Majority</p>
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Budgeted: Yes **Current Year Cost:** \$4,319,807 **Annual Cost:** FY 2021-22 \$9,706,007
FY 2022-23 \$9,721,287

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue:

Funding Source: See Financial Impact section **County Audit in last 3 years:** No

Prior Board Action: 03/26/2019 #27, 02/14/2017 #22

- RECOMMENDED ACTION(S)**
1. Approve the selection of and Contract with Exodus Recovery, Inc., for provision of Crisis Stabilization Services for the term of November 1, 2020, through June 30, 2023, for an amount not to exceed \$23,747,101, renewable for two additional one-year terms.
 2. Pursuant to Contract Policy Manual Section 3.4-114, authorize the County Procurement Officer or authorized Deputy, to exercise a contingency contract cost increase not to exceed a total of 10 percent of the contract amount for the first year of the contract, for the entire term of the contract, including renewals, and within the scope of work set forth in the contract. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Officer.
 3. Authorize the County Procurement Officer or authorized Deputy to execute the Contract as referenced in the Recommended Action above.

SUMMARY:

Approval of the Contract with Exodus Recovery, Inc. for provision of Crisis Stabilization Services will increase the current capacity for Crisis Stabilization Services for adults experiencing a psychiatric emergency.

BACKGROUND INFORMATION:

The Health Care Agency (HCA) released a Solicitation of Interest (SOI) on May 31, 2016, via BidSync, in response to your Honorable Board of Supervisors (Board) direction to add capacity to existing County-operated Crisis Stabilization Unit (CSU) services. An SOI was released to generate the maximum amount of interest from the provider community. Seven proposals were received. Two proposed LPS-designated CSUs, three proposed voluntary CSUs and two proposed both LPS-designated and voluntary CSUs. An evaluation panel evaluated all seven proposals and recommended that HCA begin contract negotiations with the four organizations that proposed LPS-designated facilities. After successful negotiations, it was recommended that Exodus Recovery, Inc. and CSU, LLC, dba College Hospital Crisis Stabilization Unit be awarded a contract.

The Board approved the Contract with Exodus Recovery, Inc. for provision of Crisis Stabilization Services below:

Contract	Board Date	Action	Term	Max Obligation
Exodus Recovery, Inc	February 14, 2017	Board Approved Contract	July 1, 2017- June 30, 2020	\$23,983,573
CSU, LLC, dba College Hospital Crisis Stabilization Unit	March 26, 2019	Board Approved Contract	July 1, 2019- June 30, 2022	\$13,345,905

The previous contract with Exodus Recovery, Inc. was allowed to expire on June 30, 2020, due to Exodus Recovery, Inc. being unable to locate a suitable site to render Crisis Stabilization services in Orange County after multiple attempts. This proposed contract was renegotiated with Exodus Recovery, Inc. to account for the new location and budget. HCA recommends approval and execution of a Contract with Exodus Recovery, Inc. for the provision of Crisis Stabilization Services. Department staff have conducted due diligence on the vendor. Reference checks were satisfactory and completed with were completed with Los Angeles County Department of Mental Health, the Department of Health Services, Los Angeles County and Robin C. Kay, Ph.D. regarding similar projects.

Scope of Services:

Crisis Stabilization Services are provided on a 24 hours a day, seven days a week, 365 days a year basis and designed to provide a viable option to the default presentation to Emergency Departments for Orange County residents ages 13 years and older who are in mental health crises. Clients may also have a co-occurring disorder and will be at risk of inpatient hospitalization. Crisis Stabilization Services are designed to allow clients to be served in a less restrictive level of care and shall include but will not be limited to: psychiatric assessment, physical screening, collateral history, therapy, crisis intervention, medication services, education, nursing assessment, peer specialist services, coordination of referrals to continuing care and emergency housing, post discharge planning and facilitation of transfer of clients to inpatient treatment facilities when clinically appropriate and indicated. Services are also designed to provide timely and effective crisis intervention and stabilization for persons experiencing mental health

emergencies. The goals also include: minimizing distress for the client/family resulting from lengthy waits in emergency departments, reducing the wait times for law enforcement presenting clients for emergency behavioral health treatment and treating the client in the least restrictive, most dignified setting as appropriate in lieu of inpatient settings, utilizing alternative, less restrictive treatment options whenever possible and appropriate.

Clients seen will be between the ages of 13 and 59 years of age. Adults over 60 years of age, whose needs are compatible with those of other clients seen at the CSU, will be included in the target population if they require the same level of care and supervision. The CSU will provide services to all persons meeting criteria who present on a drive-in basis, by police transport and emergency department referral regardless of funding/insurance. As an LPS-designated outpatient facility, treatment is limited to no longer than 23 hours and 59 minutes. Exodus Recovery, Inc. has an affiliation with St. Joseph Hospital of Orange that will be providing the facility with access to medical, laboratory and pharmaceutical support.

This outpatient Crisis Stabilization Service will have a capacity of 24 and is expected to serve an average daily census of 36 persons. The addition of this facility contributes to the County's crisis network of care increasing the total CSU capacity in Orange County to 51 for our constituents. Services will be provided at 265 South Anita Drive in Orange, CA 92868.

Performance Outcomes:

The performance outcome expectations for this CSU are as follows:

- Contractor shall sustain an average daily census of 36 unduplicated clients per day.
- At least 55 percent of clients admitted shall be successfully stabilized and returned to the community.
- At least 75 percent of clients returned to the community shall successfully link (keep appointment) to ongoing behavioral health services within 14 days of discharge.
- Contractor shall provide timely evaluations as measured by completing 95 percent of CSU admissions within one hour of client's arrival on a monthly basis.
- Contractor shall provide the least restrictive alternatives and an effective medication approach that results in seclusion and restraint use of 1.6 percent or less of admissions per month.
- Contractor will participate in a shared bed board with other County and County-contracted CSUs to ensure flow of clients through our services and to avoid duplication of efforts regarding referrals.
- Contractor shall allow County access to daily census at any time and shall allow the County access to all client records.

HCA will work with the provider to develop a good neighbor policy as required by their contract. To date, HCA has not received any negative feedback from the community. The location of this facility is in the city of Orange.

This Contract includes subcontractors. See Attachment B for information regarding subcontractors and Contract Summary Form.

HCA requests that the Board authorize the HCA Director, or designee, to amend, as needed, the maximum obligation of the proposed Contract by an amount not to exceed 10 percent of the original amount for the first year of funding to be used over the entire term and within the scope of work set forth in the Contract, pursuant to Contract Policy Manual Section 3.4-114. The contingency provision would be exercised in the event of an unanticipated increase in the projected services needed for the clients being served.

This item is coming to the Board with less than 30 days prior to execution of the Contract due to the request of the CEO's office on behalf of the Board. This Contract was brought to the Board at the earliest Board date available to expedite the implementation of this new program that will fill an unmet need in Orange County.

HCA requests that the Board approve the selection of and Contract with Exodus Recovery, Inc. for provision of Crisis Stabilization Services as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Appropriations for this Contract will be included in Budget Control 042 FY 2020-21 Budget and will be included in the budgeting process for future years.

Funding Source

State: 55% (Mental Health Services Act/Prop 63, California Health Facilities Financing Authority),
Fees/Other: 45% (Federal Financial Participation Medi-Cal)

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract MA-042-21010209 for Crisis Stabilization Services
Attachment B - Contract Summary Form

1 CONTRACT FOR PROVISION OF
2 CRISIS STABILIZATION SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 EXODUS RECOVERY, INC.
7 NOVEMBER 1, 2020 THROUGH JUNE 30, 2023

8
9 THIS CONTRACT entered into this 1st day of November 2020 (effective date), is by and
10 between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and
11 EXODUS RECOVERY, INC., a California Subchapter S Corporation (CONTRACTOR). COUNTY
12 and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
13 "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency or
14 an authorized designee ("ADMINISTRATOR").

15
16 **W I T N E S S E T H:**

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

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

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

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REFERENCED CONTRACT PROVISIONS

Term: November 1, 2020 through June 30, 2023

Period One means the period from November 1, 2020 through June 30, 2021

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

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

Maximum Obligation:

Period One Maximum Obligation:	\$ 4,319,807
Period Two Maximum Obligation:	9,706,007
Period Three Maximum Obligation:	<u>9,721,287</u>
TOTAL MAXIMUM OBLIGATION:	\$23,747,101

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 79-498-6146

CONTRACTOR TAX ID Number: 95-4156974

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: Exodus Recovery, Inc.
9808 Venice Boulevard, Suite 700
Culver City, CA 90232
ATTN: Luana Murphy, President/CEO
Lmurphy@exodusrecovery.com

I. ACRONYMS

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

4	A. AES	Advanced Encryption Standard
5	B. ARRA	American Recovery and Reinvestment Act of 2009
6	C. CCC	California Civil Code
7	D. CCR	California Code of Regulations
8	E. CEO	County Executive Office
9	F. CFR	Code of Federal Regulations
10	G. CHPP	COUNTY HIPAA Policies and Procedures
11	H. CHHS	California Health and Human Services Agency
12	I. CMPPA	Computer Matching and Privacy Protection Act
13	J. COI	Certificate of Insurance
14	K. DHCS	California Department of Health Care Services
15	L. DRS	Designated Record Set
16	M. E-Mail	Electronic Mail
17	N. EHR	Electronic Health Records
18	O. Ephi	Electronic Protected Health Information
19	P. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
20	Q. FFS	Fee For service
21	R. FIPS	Federal Information Processing Standards
22	S. FTE	Full Time Equivalents
23	T. GAAP	Generally Accepted Accounting Principles
24	U. HCA	County of Orange Health Care Agency
25	V. HHS	Health and Human Services
26	W. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
27		Law 104-191
28	X. HITECH Act	Health Information Technology for Economic and Clinical Health
29		Act, Public Law 111-005
30	Y. HSC	California Health and Safety Code
31	Z. IEA	Information Exchange Agreement
32	AA. IRIS	Integrated Records and Information System
33	AB. ISO	Insurance Services Office
34	AC. LPS	Lanterman/Petris/Short (Act)
35	AD. MHP	Mental Health Plan
36	AE. MHIS	Mental Health Inpatient Services
37	AF. NIST	National Institute of Standards and Technology

1	AG. NPI	National Provider Identifier
2	AH. NPP	Notice of Privacy Practices
3	AI. OIG	Office of Inspector General
4	AJ. OMB	Office of Management and Budget
5	AK. OPM	Federal Office of Personnel Management
6	AL. P&P	Policy and Procedure
7	AM. PC	California Penal Code
8	AN. PHI	Protected Health Information
9	AO. PII	Personally Identifiable Information
10	AP. PRA	California Public Records Act
11	AQ. SIR	Self-Insured Retention
12	AR. SNF	Skilled Nursing Facility
13	AS. SSA	Social Services Agency
14	AT. STP	Special Treatment Program
15	AU. TBS	Therapeutic Behavioral Services
16	AV. TRC	Therapeutic Residential Center
17	AW. UMDAP	Uniform Method of Determining Ability to Pay
18	AX. UOS	Unit of Service
19	AY. USC	United States Code
20	AZ. WIC	State of California Welfare and Institutions Code

21

22 **II. ALTERATION OF TERMS**

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

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

30

31 **III. ASSIGNMENT OF DEBTS**

32 Unless this Contract is followed without interruption by another Contract between the Parties hereto
 33 for the same services and substantially the same scope, at the termination of this Contract,
 34 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
 35 persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail
 36 each of the respective Parties, specifying the date of assignment, the County of Orange as assignee, and

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1 the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf
2 of said persons, shall be immediately given to COUNTY.

3 4 **IV. COMPLIANCE**

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

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

11 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
12 compliance program, code of conduct and any compliance related policies and procedures.
13 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
14 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
15 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
16 this Contract. These elements include:

- 17 a. Designation of a Compliance Officer and/or compliance staff.
- 18 b. Written standards, policies and/or procedures.
- 19 c. Compliance related training and/or education program and proof of completion.
- 20 d. Communication methods for reporting concerns to the Compliance Officer.
- 21 e. Methodology for conducting internal monitoring and auditing.
- 22 f. Methodology for detecting and correcting offenses.
- 23 g. Methodology/Procedure for enforcing disciplinary standards.

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

31 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any
32 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
33 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures
34 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
35 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
36 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's
37 proposed compliance program and code of conduct contain all required elements to the

1 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
2 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
3 CONTRACTOR shall revise its compliance program and code of conduct to meet
4 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
5 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

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

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

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

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

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

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

35 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to
36 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its
37 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State

1 of California health programs and have not been excluded or debarred from participation in any federal
2 or state health care programs, and to further represent to CONTRACTOR that they do not have any
3 Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
34 participate in the quality improvement activities developed in the implementation of the Quality
35 Management Program.

36 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
37 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural

1 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
2 §1810.410.subds. (c)- (d).

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

9 10 **V. CONFIDENTIALITY**

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

14 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
15 are clients of the Orange County Mental Health services system, and therefore it may be necessary for
16 authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding
17 specific clients with COUNTY or other providers of related services contracting with COUNTY.

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

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

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

32 33 **VI. CONFLICT OF INTEREST**

34 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
35 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation
36 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of
37 goods and services provided under this Contract. CONTRACTOR's efforts shall include, but not be

1 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from
2 providing or offering gifts, entertainment, payments, loans or other considerations which could be
3 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of
4 their duties.

6 **VII. COST REPORT**

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

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

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

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

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

36 3. In the event that CONTRACTOR does not submit an accurate and complete individual
37 and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the

1 termination of this Contract, and CONTRACTOR has not entered into a subsequent or new Contract for
2 any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the
3 term of the Contract shall be immediately reimbursed to COUNTY.

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

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

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

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

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

34 //
35 //
36 //
37 //

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

9
 10 Signed _____
 11 Name _____
 12 Title _____
 13 Date _____"

14
 15 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

16 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

3
4 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

37 //

1 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
2 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

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

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

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

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

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

27 28 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

XII. EQUIPMENT

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

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

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

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

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

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

35 G. Unless this Contract is followed without interruption by another Contract between the Parties
36 for substantially the same type and scope of services, at the termination of this Contract for any cause,
37 //

1 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
2 Contract.

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

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

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

12 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
13 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation
14 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum
15 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount
16 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
17 services, staffing, facilities or supplies.

18 **XIV. INDEMNIFICATION AND INSURANCE**

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

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

37 //

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

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

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

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

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

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

26 F. QUALIFIED INSURER

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

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

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

37 //

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$3,000,000 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, agents and employees* 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 COI:

//

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

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

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

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

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

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

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

23 O. Insurance certificates should be forwarded to the agency/department address listed in the
24 Referenced Contract Provisions of this Contract.

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

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

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

37 //

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

4 T. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

28
29 **XV. INSPECTIONS AND AUDITS**

30 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
31 of the State of California, the Secretary of the United States Department of Health and Human Services,
32 the Comptroller General of the United States, or any other of their authorized representatives, shall to
33 the extent permissible under applicable law have access to any books, documents, and records, including
34 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
35 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to
36 a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making
37 transcripts during the periods of retention set forth in the Records Management and Maintenance

1 Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the
2 services provided pursuant to this Contract, and the premises in which they are provided.

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

7 C. AUDIT RESPONSE

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

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

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

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

27
28 **XVI. LICENSES AND LAWS**

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

37 //

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

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

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

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

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

35 A. Any written information or literature, including educational or promotional materials,
 36 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
 37

1 to this Contract must be approved at least thirty (30) days in advance and in writing by
2 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written
3 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
4 and electronic media such as the Internet.

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

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

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

19 20 **XVIII. MAXIMUM OBLIGATION**

21 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
22 Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in
23 the Referenced Contract Provisions of this Contract.

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

26 27 **XIX. MINIMUM WAGE LAWS**

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

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

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

6 **XX. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

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

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

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

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

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

34 6. Each labor union or representative of workers with which CONTRACTOR and/or
35 subcontractor has a collective bargaining agreement or other contract or understanding must post a
36 notice advising the labor union or workers' representative of the commitments under this
37 //

1 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to
2 employees and applicants for employment.

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

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

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

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

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

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

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

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

6 **XXII. NOTIFICATION OF DEATH**

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

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

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

15 2. WRITTEN NOTIFICATION

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

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

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

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

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

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

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

37 //

XXIV. PATIENT'S RIGHTS

1
2 A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights
3 poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in
4 locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold
5 languages and envelopes readily accessible to Clients to take without having to request it on the unit.

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

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

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

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

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

XXV. RECORDS MANAGEMENT AND MAINTENANCE

22
23
24 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
25 of this Contract, prepare, maintain and manage records appropriate to the services provided and in
26 accordance with this Contract and all applicable requirements.

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 **XXVI. RESEARCH AND PUBLICATION**

15 A. CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising
16 out of, or developed, as a result of this Contract for the purpose of personal or professional research, or
17 for publication.
18

19 **XXVII. REVENUE**

20 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
21 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
22 third party health plans, are provided pursuant to this Contract, their estates and responsible relatives,
23 according to their ability to pay as determined by the State Department of Health Care Services’
24 “Uniform Method of Determining Ability to Pay” procedure or by any other payment procedure as
25 approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR.
26 Such fee shall not exceed the actual cost of services provided. No Client shall be denied services
27 because of an inability to pay.
28

29 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
30 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.
31 Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.
32 CONTRACTOR must use the third-party billing and reimbursement administrator designated by
33 ADMINISTRATOR during the term of this Contract, if any, as directed by ADMINISTRATOR.

34 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
35 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically
36 provide for the identification of delinquent accounts and methods for pursuing such accounts.
37 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current

1 status of fees which are billed, collected, transferred to a collection agency, or deemed by
2 CONTRACTOR to be uncollectible.

3 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
4 persons other than individuals or groups eligible for services pursuant to this Contract.
5

6 **XXVIII. SEVERABILITY**

7 If a court of competent jurisdiction declares any provision of this Contract or application thereof to
8 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,
9 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the
10 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full
11 force and effect, and to that extent the provisions of this Contract are severable.
12

13 **XXIX. SPECIAL PROVISIONS**

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

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

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

- 1 1. Funding travel or training (excluding mileage or parking).
- 2 2. Making phone calls outside of the local area unless documented to be directly for the
- 3 purpose of Client care.
- 4 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 5 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 6 contribute to the quality of services to be provided pursuant to this Contract.
- 7 5. Purchasing or improving land, including constructing or permanently improving any
- 8 building or facility, except for tenant improvements.
- 9 6. Providing inpatient hospital services or purchasing major medical equipment.
- 10 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 11 funds (matching).
- 12 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 13 CONTRACTOR's Clients.

14 **XXX. STATUS OF CONTRACTOR**

15 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
16 wholly responsible for the manner in which it performs the services required of it by the terms of this
17 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
18 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the
19 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
20 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
21 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
22 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
23 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
24 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
25 shall not be considered in any manner to be COUNTY's employees.
26

27 **XXXI. TERM**

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

34 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend
35 or holiday may be performed on the next regular business day.
36

37 //

XXXII. TERMINATION

1
2 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
3 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
4 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
5 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe
6 as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is
7 resolved and/or the Contract could be terminated.

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

10 1. The loss by CONTRACTOR of legal capacity.
11 2. Cessation of services.
12 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
13 another entity without the prior written consent of COUNTY.
14 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
15 required pursuant to this Contract.

16 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
17 this Contract.

18 6. The continued incapacity of any physician or licensed person to perform duties required
19 pursuant to this Contract.

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

C. CONTINGENT FUNDING

24
25 1. Any obligation of COUNTY under this Contract is contingent upon the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

23 9. Provide written notice of termination of services to each Client being served under this
24 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
25 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
26 day period.

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

30 G. CONTRACTOR may terminate this Contract upon ninety (90) calendar days' written notice to
31 COUNTY if CONTRACTOR experiences an increase in the cost of providing services that would result
32 in no net dollar amount of profit during the period of the Contract and is directly attributed to the
33 COVID-19 pandemic as determined by ADMINISTRATOR, in its sole discretion. CONTRACTOR
34 must provide documented proof that the increase would result in no net dollar amount of profit.
35 CONTRACTOR's exercise of the right to terminate the Contract shall relieve CONTRACTOR of all
36 further obligations after the ninety (90) calendar days' written notice; but does not release
37 CONTRACTOR of any provision of this Contract which imposes any obligation described herein up to

1 or after termination of this Contract that by their nature are intended to survive the termination or
2 expiration of this Contract.

3
4 **XXXIII. THIRD PARTY BENEFICIARY**

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

8
9 **XXXIV. WAIVER OF DEFAULT OR BREACH**

10 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
11 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
12 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
13 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
14 Contract.

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1 EXHIBIT A
2 TO THE CONTRACT FOR PROVISION OF
3 CRISIS STABILIZATION SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 EXODUS RECOVERY, INC.
8 NOVEMBER 1, 2020 THROUGH JUNE 30, 2023
9

10 **I. COMMON TERMS AND DEFINITIONS**

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

13 1. Admission means documentation, by CONTRACTOR, for completion of entry and
14 evaluation services, provided to clients seen in COUNTY and COUNTY-contracted services, into IRIS.

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

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

22 4. Crisis Stabilization Unit (CSU) means a behavioral health crisis stabilization program that
23 operates 24 hours a day that serves Orange County residents, aged 13 and older, who are experiencing
24 behavioral health crises that cannot wait until regularly scheduled appointments. Crisis Stabilization
25 services include psychiatric evaluations, counseling/therapy provided by Licensed Clinical Social
26 Workers or Marriage Family Therapists, nursing assessments, collateral services that include
27 consultations with family, significant others and outpatient providers, client and family education, crisis
28 intervention services, basic medical services, medication services, and referrals and linkages to the
29 appropriate level of continuing care and community services, including Peer Specialist and Peer
30 Mentoring services. As a designated outpatient facility, the CSU may evaluate and treat clients for no
31 longer than 23 hours and 59 minutes. The primary goal of the CSU is to help stabilize the crises and
32 begin treating clients in order to refer them to the most appropriate, least restrictive, non-hospital setting
33 when indicated or to facilitate admission to psychiatric inpatient units when the need for this level of
34 care is present.

35 5. Diagnosis means identifying the nature of a disorder. When formulating a Diagnosis(es),
36 CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the Diagnostic
37 //

1 and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association
2 and/or ICD 10. ICD10 diagnoses will be recorded on all IRIS documents, as appropriate.

3 6. Engagement means the process where a trusting relationship is developed over a short
4 period of time with the goal to link the client(s) to appropriate services within the community.
5 Engagement is the objective of a successful outreach.

6 7. Face-to-Face means an encounter between the client/parent/guardian and provider where
7 they are both physically present. This does not include contact by phone, email, etc., except for
8 Telepsychiatry provided in a manner that meets COUNTY protocols.

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

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

16 10. Lanterman-Petris-Short (LPS) Act (Cal. Welf & Inst. Code, sec. 5000 et seq.) provides
17 guidelines for handling involuntary civil commitment to a mental health institution in the State of
18 California.

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

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

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

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

37 //

1 15. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter
2 6.6 of the California Business and Professions Code, who can provide clinical services to individuals
3 they serve. The license must be current and in force, and has not been suspended or revoked. Also, it is
4 preferred that the individual has at least one (1) year of experience treating TAY.

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

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

12 18. Medi-Cal means the State of California's implementation of the federal Medicaid health
13 care program which pays for a variety of medical services for children and adults who meet eligibility
14 criteria.

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

22 20. The Mental Health Services Act (MHSA) is a voter-approved initiative to develop a
23 comprehensive approach to providing community-based mental health services and supports for
24 California residents. It is also known as "Proposition 63."

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

29 22. Milestones of Recovery Scale (MORS) refers to a Recovery scale that the COUNTY uses
30 in Adult and Older Adult Behavioral Health programs. The scale assigns clients to their appropriate
31 level of care and replaces diagnostic and acuity of illness-based tools.

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

37 //

1 24. Notice of Privacy Practices (NPP) means a document that notifies clients of uses and
2 disclosures of their PHI. The NPP may be made by, or on behalf of, the health plan or health care
3 provider as set forth in HIPAA.

4 25. Outreach means linking clients to appropriate Mental Health Services within the
5 community. Outreach activities will include educating the community about the services offered and
6 requirements for participation in the various mental health programs within the community. Such
7 activities will result in the CONTRACTOR developing their own Referral sources for programs being
8 offered within the community.

9 26. Peer Recovery Specialist/Counselor means an individual in a paid position who has been
10 through the same or similar Recovery process as those being assisted to attain their Recovery goals in
11 the CSU. A peer Recovery Specialist practice is informed by personal experience.

12 27. Program Director means an individual who is responsible for all aspects of administration
13 and clinical operations of the behavioral health program, including development and adherence to the
14 annual budget. This individual will also be responsible for the following: hiring, development and
15 performance management of professional and support staff, and ensuring mental health treatment
16 services are provided in concert with COUNTY and state rules and regulations.

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

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

26 30. Quality Improvement Committee (QIC) means a committee that meets quarterly to review
27 one percent (1%) of all "high-risk" Medi-Cal recipients in order to monitor and evaluate the quality and
28 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
29 ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of
30 the cases.

31 31. Referral means effectively linking clients to other services within the community and
32 documenting follow-up provided within five (5) business days to assure that clients have made contact
33 with the referred service(s).

34 32. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6
35 of the California Business and Professions Code, who can provide clinical services to the clients served.
36 The license must be current and in force, and has not been suspended or revoked. Also, it is preferred
37 that the individual has at least one (1) year of experience treating TAY.

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

6 34. Serious Mental Impairment (SMI) means an adult with a behavioral health disorder that is
 7 severe in degree and persistent in duration, which may cause behavioral functioning which interferes
 8 substantially with the primary activities of daily living, and which may result in an inability to maintain
 9 stable adjustment and independent functioning without treatment, support, and rehabilitation for a long
 10 or indefinite period of time. W&I 5600.3.

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

15 36. Token means the security device which allows an individual user to access the COUNTY's
 16 computer based IRIS.

17 37. Uniform Method of Determining Ability to Pay (UMDAP) refers to the method used for
 18 determining an individual's annual liability for Mental Health Services received from the COUNTY
 19 mental health system and is set by the State of California. Every client seen in any COUNTY or
 20 COUNTY -contracted program needs an UMDAP regardless of contract payment structure, whether the
 21 contract is actual cost based or fee for service.

22 38. Unit of Service (UOS) means one (1) hour during which services are provided to a client
 23 pursuant to the Contract. Each one (1) hour block that the client receives crisis stabilization services
 24 shall be claimed. Partial blocks of time shall be rounded up or down to the nearest one (1) hour
 25 increment except that services provided during the first hour shall always be rounded up.

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

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

31 **II. BUDGET**

32
 33 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this
 34 Exhibit A to the Contract and the following budget, which is set forth for informational purposes only
 35 and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

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	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
1 ADMINISTRATIVE				
2 COSTS				
3 Indirect Costs	\$ 525,219	\$1,242,414	\$ 1,242,414	\$3,010,047
4 SUBTOTAL	\$ 525,219	\$1,242,414	\$ 1,242,414	\$3,010,047
5 ADMINISTRATIVE				
6 PROGRAM COSTS				
7 Salaries	\$ 1,265,006	\$ 3,151,121	\$ 3,151,121	\$7,567,248
8 Benefits	319,339	638,677	638,677	1,596,693
9 Services & Supplies	677,642	1,236,470	1,251,750	3,165,862
10 Subcontractor	1,000,262	3,437,325	3,437,325	7,874,912
11 Start-Up Costs	532,339	0	0	532,339
12 SUBTOTAL PROGRAM	\$ 3,794,588	\$ 8,463,593	\$ 8,478,873	\$20,737,054
13 TOTAL COSTS	\$ 4,319,807	\$ 9,706,007	\$ 9,721,287	\$23,747,101
14 REVENUE				
15 CHFFA	\$ 1,350,191	\$ 0	\$ 0	\$ 1,350,191
16 FFP Medi-Cal	1,484,808	5,107,669	5,122,949	11,715,426
17 MHSA	1,484,808	4,598,338	4,598,338	10,681,484
18 TOTAL REVENUE	\$ 4,319,807	\$ 9,706,007	\$ 9,721,287	\$23,747,101
19 MAXIMUM				
20 OBLIGATION	\$ 4,319,807	\$ 9,706,007	\$ 9,721,287	\$23,747,101

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

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

40 //

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

3 4 **III. PAYMENTS**

5 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$539,976
6 per month for Period One, \$808,834 per month for Period Two and \$810,107 per month for Period
7 Three. All payments are interim payments only and are subject to Final Settlement in accordance with
8 the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual
9 cost of providing the services, which may include Indirect Administrative Costs, as identified in
10 Subparagraph II.A. of this Exhibit A to the Contract; provided, however, the total of such payments does
11 not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract provisions of the
12 Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State
13 and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices or
14 make advance payments for any month during the term.

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

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

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

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

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

37 //

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

3 E. CONTRACTOR's inability to provide services in the manner required under this Contract due
4 to a COVID-19 outbreak at its facility shall not impact the payment of salaries and employee benefits,
5 but only for a period of up to three (3) days or other longer time period deemed reasonably appropriate
6 by COUNTY in its sole discretion; provided that (a) CONTRACTOR gives COUNTY written notice of
7 the COVID-19 outbreak at the facility within thirty-six (36) hours of the start of the COVID-19
8 outbreak; (b) CONTRACTOR avails itself of all reasonably available remedies to resume performance
9 of services in the manner required under this Contract; and (c) CONTRACTOR was in complete
10 compliance with local and state requirements pertaining to COVID-19 from the Contract effective date
11 through the date of the COVID-19 outbreak. In the event CONTRACTOR is unable to perform services
12 in the manner required under this Contract after the three (3) days or other longer time frame deemed
13 reasonably appropriate by COUNTY, or fails to meet any of the three conditions on which the continued
14 payment is conditioned, COUNTY may immediately terminate this Contract by written notice to
15 CONTRACTOR.

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

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

21 22 **IV. REPORTS**

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

27 B. CONTRACTOR shall enter demographic information of all clients served, direct services
28 information, and other appropriate data into the COUNTY's data information system (IRIS).

29 C. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to
30 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall
31 include, but not limited to, descriptions of any performance objectives, outcomes, and or interim
32 findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss
33 the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not
34 CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve
35 satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than the twentieth
36 (20th) calendar day following the end of the month being reported.

37 //

1 D. On a monthly basis, CONTRACTOR shall report the following information to
2 ADMINISTRATOR:

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

19 E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issue
20 that materially or adversely affect the quality or accessibility of services provided by, or under contract
21 with, the COUNTY.

22 F. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
23 welfare of the clients seen, including, but not limited to, serious physical harm to self or others, serious
24 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
25 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse
26 incident in the form of a Special Incident Report (SIR).

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

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

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V. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain the capability to provide Crisis Stabilization Services to clients aged thirteen (13) and above at the following facility, which meets the minimum requirements for Medi-Cal eligibility and Designation, or any other location approved by ADMINISTRATOR as specified below:

265 South Anita Drive
Orange, CA 92868

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

3. CONTRACTOR shall commence service delivery on or about January, 2021. A written request for an extension must be submitted in advance to ADMINISTRATOR for approval if CONTRACTOR is not ready to provide services by the target date.

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

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

6. The facility shall be used exclusively for the CSU and COUNTY shall have full access to the facility and to the COUNTY's service providers. The CONTRACTOR shall be responsible for maintenance, repair, and capital improvements to the facility.

7. The facility shall meet the standards of the applicable sections of:

a. Sections 1840.338 and 1840.348 of California Code of Regulations (CCR) Title 9, for Crisis Stabilization Services;

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

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

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

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

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

8 9. CONTRACTOR shall be LPS designated prior to the effective date for commencing
9 contracted services.

10 10. The facility shall have a capacity to serve twenty-four (24) clients per day and will include
11 adequate physical space to support the services identified within this Contract.

12 11. CONTRACTOR'S administrative staff holiday schedule shall be consistent with
13 COUNTY'S holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

14 B. CLIENTS TO BE SERVED:

15 1. Orange County Residents.

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

18 3. Between the ages of thirteen (13) and fifty-nine (59), including Transitional Age Youth
19 (TAY) between the ages of eighteen and twenty-five. Adults over sixty years of age whose needs are
20 compatible with those of other clients may be included in target population if they require the same level
21 of care and supervision.

22 C. SERVICES TO BE PROVIDED

23 1. CONTRACTOR shall provide psychiatric crisis stabilization services on a twenty-four (24)
24 hours a day basis to provide a viable option to the default presentation to emergency departments for
25 persons in behavioral health crisis. Crisis stabilization services shall be rendered to any individual
26 presenting for services who is in a behavioral health crisis and cannot wait for their regularly scheduled
27 appointment if it is medically safe to do so. Crisis Stabilization services shall include, but are not
28 limited to: psychiatric assessment, physical screening, collateral history, therapy, crisis intervention,
29 medication services, education, nursing assessment, peer specialist services, coordination of referrals to
30 continuing care and emergency housing, post discharge planning and facilitation of transfer of clients to
31 inpatient treatment facilities when clinically appropriate and indicated. Services described herein are
32 primarily designed to provide timely and effective crisis intervention and stabilization for persons
33 experiencing behavioral health emergencies. The goals also include: minimize distress for the
34 client/family resulting from lengthy waits in emergency departments, reduce the wait time for law
35 enforcement presenting clients for emergency behavioral health treatment; and treating the client in the
36 least restrictive, most dignified setting as appropriate in lieu of inpatient settings, utilizing alternative,
37 less restrictive treatment options whenever possible and appropriate. Services shall be provided in

1 compliance with Welfare & Institutions Code and consistent with all patients' rights regulations,
2 upholding the dignity and respect of all clients served. The services shall also be provided utilizing
3 Trauma Informed and Recovery Model principles that are person-centered, strengths-based,
4 individualized, focused on imparting hope and identifying strengths and resiliency in all persons served.
5 Services shall be tailored to the unique strengths of each client and will use shared decision-making to
6 encourage the client to manage their behavioral health treatment, set their own path toward recovery and
7 fulfillment of their hopes and dreams. Exodus has an affiliation with St. Joseph Hospital of Orange that
8 will be providing the facility with access to medical, laboratory and pharmaceutical support.

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

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

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

24 5. CONTRACTOR shall engage both the client and the clients' family or other significant
25 support persons whenever possible. Such collateral services may include providing therapy to
26 parents/guardians, adult caregivers or significant others to help the client in maintaining living
27 arrangements in the community. CONTRACTOR shall refer such caregiver(s) to appropriate
28 community supports, and/or educational services. CONTRACTOR shall document contact with
29 family/support persons or document why such contact is not possible or not advisable.

30 6. CONTRACTOR shall obtain valid consents from the clients served.

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

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

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

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

5 11. CONTRACTOR shall provide all necessary substance use disorder treatment services for
6 clients who are living with a co-occurring substance use disorder problem in addition to their behavioral
7 health issues as appropriate.

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

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

16 14. CONTRACTOR shall sustain a culture that supports and employs Peer Recovery
17 Specialist/Counselors in providing supportive socialization for clients that will assist in their recovery,
18 self-sufficiency and in seeking meaningful life activities and relationships. Peers shall be encouraged to
19 share their stories of recovery as much as possible to stimulate the milieu with the notion that recovery
20 is possible and to destigmatize behavioral health issues, inspire, and provide guidance.

21 15. CONTRACTOR shall ensure that clients leave the facility with a medication supply
22 sufficient to bridge them to their aftercare appointment by establishing a contractual agreement with a
23 licensed pharmacy to deliver and supply discharge medications as necessary.

24 16. CONTRACTOR shall ensure prescribers consider respective formularies as part of their
25 prescribing practices.

26 17. CONTRACTOR shall have light meals and snacks available as needed. Food will be
27 nutritious and balanced and consist of an array of different foods that consider the special dietary and
28 ethnic and cultural needs/values of the clients served.

29 18. CONTRACTOR shall provide linkage and consultation with both more restrictive levels of
30 care and community based services designed to avoid hospitalization.

31 19. CONTRACTOR shall develop a written discharge and aftercare plan, including written
32 discharge instructions for each client that shall be based on the assessment and diagnosis of that client.
33 The discharge/aftercare plan and discharge instructions shall include all required elements for
34 designated facilities.

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

1 21. CONTRACTOR will make follow up calls to assist clients in making successful linkage to
2 on-going behavioral health services. Such calls shall be initiated within twenty-four (24) hours during
3 business days and seventy-two (72) hours of discharge during weekend periods and shall be documented
4 in the medical record as billable Case Management Services as appropriate.

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

11 23. CONTRACTOR is responsible to provide or arrange for the transport of clients requiring
12 an inpatient level of care.

13 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
14 Services Paragraph of this Exhibit A to the Contract.

15 **VI. STAFFING**

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

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

22 C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
23 languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural staff should
24 be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the
25 clinical staffing does not meet the above requirement, the vacancies must be filled with bilingual and
26 bicultural staff unless ADMINISTRATOR consents, in advance and in writing, to the filling of those
27 positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used
28 to cover costs other than salaries and employees benefits unless otherwise authorized, in advance and in
29 writing, by ADMINISTRATOR.

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

35 E. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a
36 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
37

1 shall maintain documents of such efforts which may include; but not be limited to: records of
 2 participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies
 3 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
 4 enhance accessibility for, and sensitivity to, clients who are physically challenged.

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

10 G. CONTRACTOR shall ensure that all staff, paid or unpaid, complete necessary training prior to
 11 discharging duties associated with their titles and any other training necessary to assist the
 12 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as
 13 State and Federal regulatory requirements.

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

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

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

25 K. CONTRACTOR shall provide detailed job descriptions, including education and experience
 26 requirements, all applicable responsibilities, assigned duties, and workflow for each delineated position.

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

<u>PROGRAM</u>	<u>Proposed FTEs</u>
Program Director	1.00
Program Support Assistant	1.00
Biller	2.00
Program Nurse	20.69
Mental Health Worker	19.65
Peer Advocate	1.00
Intake Coordinator	1.40
Social Services Coordinator	4.25

1	Financial Counselor	1.00
2	Driver	1.00
3	Medical Doctor	3.53
4	Nurse Practitioner	2.50
5	Security	<u>12.6</u>
6	TOTAL FTEs	71.62

7 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
8 Staffing Paragraph of this Exhibit A to the Contract.

9 10 **VII. QUALITY IMPROVEMENT**

11 A. CONTRACTOR shall participate in any clinical case review and implement any
12 recommendations made by COUNTY to improve the care provided to the clients seen.

13 B. CONTRACTOR shall conduct Supervisory Review in accordance with procedures developed
14 by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all
15 federal, state, and local guidelines and standards.

16 C. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is
17 reflected in the client's chart within seventy-two (72) hours after the completion of services.

18 D. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR
19 Documentation Manual or its equivalent, and any State requirements, as provided by
20 ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal and
21 ADMINISTRATOR charting standards. CONTRACTOR shall have a utilization management process
22 in place to internally monitor documentation and billing standards on a routine basis.

23 E. CONTRACTOR shall complete the steps required for Clinical management/supervisory staff to
24 become Certified Chart Reviewers per the COUNTY's Authority and Quality Improvement Services.

25 F. CONTRACTOR shall demonstrate the capability to maintain a medical records system,
26 including the capability to utilize HCA's IRIS system to enter appropriate data. CONTRACTOR shall
27 regularly review one hundred percent (100%) of their charting for accuracy and clinical appropriateness,
28 IRIS data input and billing systems to ensure compliance with COUNTY and state P&Ps and establish
29 mechanisms to prevent inaccurate claim submissions, and follow up on corrections in a timely manner.

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

34 H. CONTRACTOR shall allow ADMINSTRATOR to attend, and if necessary conduct, QIC and
35 medication monitoring meetings and complete all Medication Monitoring reports per the COUNTY.

36 I. CONTRACTOR shall allow the COUNTY to review the quantity and quality of services
37 provided pursuant to this Contract. This review will be conducted at CONTRACTOR's facilities and/or

1 by remote review by utilizing a Secure File Transfer Process and will consist of a review of medical and
2 other records of clients provided services pursuant to the Contract.

3 J. At all times during the term of this contact, CONTRACTOR shall maintain a compliance
4 program in accordance with the COUNTY.

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

6 1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical
7 care and implement any recommendations made by COUNTY to improve client care;

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

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

13 4. Any presentations/in-services as requested by COUNTY to educate other COUNTY and
14 COUNTY-contracted providers regarding the aforementioned services and pertaining to new
15 providers/systems of care so that CONTRACTOR is educated, apprised, up to date, knowledgeable and
16 part of the larger COUNTY system of care.

17 5. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or
18 ADMINISTRATOR.

19 L. CONTRACTOR will follow the following guidelines for COUNTY tokens:

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

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

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

26 c. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
27 conditions:

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

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

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

31 4) Token is malfunctioning; or

32 5) Termination of Contract.

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

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

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

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

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

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

13 O. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
14 conduct research activity on clients seen in COUNTY services without obtaining prior written
15 authorization from ADMINISTRATOR.

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

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

- 25 1. Admission Criteria and Admission Procedure;
- 26 2. Assessments;
- 27 3. Individual and Group Counseling Sessions;
- 28 4. Crisis Intervention/Evaluation for Involuntary Holds;
- 29 5. Treatment of Non-Compliant Clients/Unplanned Discharges;
- 30 6. Medication Management and Medication Monitoring;
- 31 7. Recovery Program Policies and Practices;
- 32 8. Community Integration/Case Management/Discharge Planning;
- 33 9. Documentation Standards;
- 34 10. Quality Management/Performance Outcomes;
- 35 11. Individual Rights;
- 36 12. Personnel/In service Training;
- 37 13. Ensuring Proper Staffing;

- 1 14. Unusual Occurrence Reporting;
- 2 15. Code of Conduct/Compliance;
- 3 16. Mandated Reporting;
- 4 17. Seclusion and Restraints;
- 5 18. De-escalation Techniques, including use of voluntary and/or emergency medications;
- 6 19. Meals and Snack Services;
- 7 20. Transportation Services;
- 8 21. Peer Mentor Services;
- 9 22. Chart Review Protocol; and
- 10 23. Any/all required LPS Designation Protocols.

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

- 13 1. Orientation to the programs' goals, and P&Ps;
- 14 2. Training on subjects as required by state regulations;
- 15 3. Orientation to the services section, as outlined in the Services Paragraph of this Exhibit A to
16 the Contract;
- 17 4. Recovery philosophy, Trauma Informed Care and individual empowerment;
- 18 5. Crisis intervention and de-escalation;
- 19 6. Substance use disorder and dependence;
- 20 7. Motivational interviewing;
- 21 8. Seclusion and Restraints;
- 22 9. Crisis Prevention and Crisis Intervention Training;
- 23 10. Documentation Training;
- 24 11. Assessment and Diagnosis;
- 25 12. LPS Involuntary Detention Policies; and
- 26 13. Community and Ancillary Resources.

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

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

32 2. CONTRACTOR shall retain on staff, a Certified reviewer trained by the
33 ADMINISTRATOR's Authority and Quality Improvement unit. This reviewer shall complete one
34 hundred percent (100%) audit of client charts regarding clinical documentation, ensuring all charts are
35 in compliance with medical necessity and Medi-Cal/Medicare chart compliance. CONTRACTOR shall
36 ensure that all chart documentation complies with all federal, state and local guidelines and standards.
37 CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

- 1 3. Provide clinical direction and training to staff on all clinical documentation;
- 2 4. Oversee all aspects of the clinical services of the Crisis Stabilization program (s);
- 3 5. Coordinate with clinicians, psychiatrists and/or nurses regarding client treatment issues,
- 4 professional consultations, or medication evaluations; and
- 5 6. Facilitate on-going program development and provide or ensure appropriate and timely
- 6 supervision and guidance to staff regarding difficult cases and behavioral emergencies.

7 T. PERFORMANCE OUTCOMES:

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

10 a. CONTRACTOR shall track admission and treatment rates. CONTRACTOR shall
11 sustain an average daily census of twenty-four (24) unduplicated individuals per day.

12 b. CONTRACTOR shall track discharge rates. At least 55% of clients admitted shall be
13 successfully stabilized and returned to the community.

14 c. CONTRACTOR shall track linkage rates for those clients returning to the community.
15 At least 75% of clients returned to the community shall successfully link (keep appointment) to on-
16 going behavioral health services within 14 days of discharge.

17 d. CONTRACTOR shall provide timely evaluations as measured by completing ninety
18 five percent (95%) of CSU admissions within one (1) hour of client’s arrival on a monthly basis.

19 e. CONTRACTOR shall provide the least restrictive alternatives and an effective
20 medication approach that results in seclusion and restraint use of one point six percent (1.6%) or less of
21 admissions per month.

22 f. CONTRACTOR will participate in a shared bed board with other COUNTY and
23 COUNTY-contracted CSUs to ensure flow of clients through our services and to avoid duplication of
24 efforts regarding referrals.

25 g. CONTRACTOR shall allow COUNTY access to daily census at any time and shall
26 allow access to all client records.

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

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1 EXHIBIT B
2 TO THE CONTRACT FOR PROVISION OF
3 CRISIS STABILIZATION SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 EXODUS RECOVERY, INC.
8 NOVEMBER 1, 2020 THROUGH JUNE 30, 2023
9

10 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

31 9. "Required by law" means a mandate contained in law that compels an entity to make a use
32 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
33 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
34 or tribal inspector general, or an administrative body authorized to require the production of
35 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
36 participation with respect to health care providers participating in the program, and statutes or
37 //

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

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

6 B. TERMS OF CONTRACT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

20 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the
 21 COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the
 22 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
 23 PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such
 24 Breach to the affected individual(s).

25 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
 26 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
 27 or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI
 28 and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract,
 29 Exhibit B to the Contract.

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

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Contract Summary Form Exodus Recovery, Inc. Crisis Stabilization Services

SUMMARY OF SIGNIFICANT CHANGES

This is a new Contract for provision of Crisis Stabilization Services which will commence as of November 1, 2020.

SUBCONTRACTORS

This contract allows for subcontracting pursuant to Section IX. Delegation, Assignment and Subcontracts of the Contract within the contract amount for the term specified. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval.

This contract includes the following subcontractors or pass through to other providers.

Subcontractor(s) Name	Service(s)	Amount
Various	Psychiatric	\$ 3,437,325 maximum

CONTRACT OPERATING EXPENSES

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS				
Indirect Costs	\$ 525,219	\$ 1,242,414	\$ 1,242,414	\$ 3,010,047
SUBTOTAL ADMINISTRATIVE	\$ 525,219	\$ 1,242,414	\$ 1,242,414	\$ 3,010,047
PROGRAM COSTS				
Salaries	\$ 1,265,006	\$ 3,151,121	\$ 3,151,121	\$ 7,567,248
Benefits	319,339	638,677	638,677	1,596,693
Services & Supplies	677,642	1,236,470	1,251,750	3,165,862
Subcontractor	1,000,262	3,437,325	3,437,325	7,874,912
Start-Up Costs	<u>532,339</u>	<u>0</u>	<u>0</u>	<u>532,339</u>
SUBTOTAL PROGRAM	\$ 3,794,588	\$ 8,463,593	\$ 8,478,873	\$20,737,054
TOTAL COSTS	\$ 4,319,807	\$ 9,706,007	\$ 9,721,287	\$23,747,101
REVENUE				
CHFFA	\$ 1,350,191	\$ 0	\$ 0	\$ 1,350,191
FFP Medi-Cal	1,484,808	\$ 5,107,669	\$ 5,122,949	\$11,715,426
MHSA	<u>1,484,808</u>	<u>4,598,338</u>	<u>4,598,338</u>	<u>10,681,484</u>
TOTAL REVENUE	\$ 4,319,807	\$ 9,706,007	\$ 9,721,287	\$23,747,101
MAXIMUM OBLIGATION	\$ 4,319,807	\$ 9,706,007	\$ 9,721,287	\$23,747,101

- 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.



OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

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LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- /
October 6, 2020

MEMORANDUM

September 30, 2020

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

RECEIVED
2020 SEP 30 PM 12:06
CLERK OF SUPERVISORS
BOARD OF SUPERVISORS

I am requesting a supplemental closed session on Tuesday, October 6, 2020, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION Pursuant to Government Code Section
54956.9(d)(1).
Name of Case: *Synycia and Rosenblatt v. County of Orange*,
Orange County Superior Court Case No. 30-2020-01147561-CU-
OR-CJC.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:BLB:nr

cc: Members of the Board of Supervisors
Frank Kim, CEO