

**FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF
 CONSUMER TRAINING PROGRAM
 BETWEEN
 COUNTY OF ORANGE
 AND
 PACIFIC CLINICS
 JULY 1, 2010 THROUGH JUNE 30, 2011²**

THIS **FIRST AMENDMENT TO AGREEMENT** entered into this ~~1st~~ 25th day of ~~July 2010~~ January 2011 which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and PACIFIC CLINICS, a California nonprofit corporation (CONTRACTOR), ~~This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).~~ whereby the parties agree to amend that certain Agreement for the provision of Consumer Training Program dated July 1, 2010 (Agreement).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Consumer Training Program described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2010 through June 30, 2011

Period one: July 1, 2010 through June 30, 2012

“Period One” means the period from July 1, 2010 through June 30, 2011

“Period Two” means the period from July 1, 2011 through June 30, 2012

Maximum Obligation: \$592,980

Period One Maximum Obligation:	\$ 744,954
Period Two Maximum Obligation	714,954
TOTAL CONTRACT MAXIMUM OBLIGATION:	\$1,459,908

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Pacific Clinics
800 S. Santa Anita Ave.
Arcadia, CA 91006

CONTRACTOR’s Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Comprehensive General Liability with broad form Property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

1 **I. ALTERATION OF TERMS**

2 This Agreement together with Exhibit A attached hereto and incorporated herein by reference, fully
3 expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this
4 Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition
5 to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in
6 writing and formally approved and executed by both parties.

7
8 **II. ASSIGNMENT OF DEBTS**

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

16
17 **III. COMPLIANCE**

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

21 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant
22 policies and procedures relating to ADMINISTRATOR's Compliance Program.

23 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and
24 members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")
25 relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related
26 policies and procedures.

27 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or
28 establish its own.

29 4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy
30 of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty
31 (30) calendar days of award of this Agreement.

32 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's
33 Compliance Program is accepted. CONTRACTOR shall take necessary action to meet said standards or
34 shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program.

35 6. Upon approval of CONTRACTOR's Compliance Program by ADMINISTRATOR's
36 Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns,
37 volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered

1 Individuals") relative to this Agreement are made aware of CONTRACTOR's Compliance Program and
2 related policies and procedures.

3 7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and
4 procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty
5 (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of
6 this Agreement as to the non-complying party.

7 B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence
8 by ADMINISTRATOR's employees and contract providers.

9 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
10 ADMINISTRATOR's Code of Conduct.

11 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and
12 members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")
13 relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

14 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or
15 establish its own.

16 4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its
17 Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

18 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of
19 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be
20 asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.

21 6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,
22 CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of
23 Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this
24 Agreement are made aware of CONTRACTOR's Code of Conduct.

25 7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then
26 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
27 CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.

28 8. Failure of CONTRACTOR to timely submit the acknowledgement of
29 ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure
30 to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall
31 constitute grounds for termination of this Agreement as to the non-complying party.

32 C. COVERED INDIVIDUALS - CONTRACTOR shall screen all Covered Individuals employed
33 or retained to provide services related to this Agreement to ensure that they are not designated as
34 "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services
35 Administration's List of Parties Excluded from Federal Programs and the Health and Human
36 Services/Office of Inspector General List of Excluded Individuals/Entities.

37 1. Ineligible Person shall be any individual or entity who:

1 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
2 federal health care programs; or

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

6 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
7 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
8 Agreement.

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

15 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
16 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
17 CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

18 5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
19 and state funded health care services by contract with COUNTY in the event that they are currently
20 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If
21 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 Agreement.

24 6. 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 screened.
26 Such individual or entity shall be immediately removed from participating in any activity associated
27 with this AGREEMENT. ADMINISTRATOR will determine if any repayment is necessary from
28 CONTRACTOR for services provided by ineligible person or individual.

29 **D. REIMBURSEMENT STANDARDS**

30 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
31 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
32 and are consistent with federal, state and county laws and regulations.

33 2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for
34 payment or reimbursement of any kind.

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1 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
2 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes to
3 accurately describe the services provided and to ensure compliance with all billing and documentation
4 requirements.

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

7 E. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training
8 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

12 3. Each Covered Individual attending training shall certify, in writing, attendance at
13 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
14 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

15 **IV. CONFIDENTIALITY**

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

19 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
20 Agreement are clients of the Orange County Mental Health services system, and therefore it may be
21 necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information
22 regarding specific clients with COUNTY or other providers of related services contracting with
23 COUNTY.
24

25 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
26 consents for the release of information from all persons served by CONTRACTOR pursuant to this
27 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with California Civil
28 Code, Division 1, Part 2.6 relating to Confidentiality of Medical Information.

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

32 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the
33 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,
34 volunteers and interns shall agree, in writing, with CONTRACTOR to maintain the confidentiality of
35 any and all information and records which may be obtained in the course of providing such services.
36 The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations
37

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1 of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
2 consultants, subcontractors, volunteers and interns.

4 **V. COST REPORT**

5 A. CONTRACTOR shall submit a Cost Reports for Period One and Period Two, or for a portion
6 thereof, to COUNTY, no later than sixty (60) calendar days following the period for which they are
7 prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in
8 accordance with all applicable federal, state and county requirements and generally accepted accounting
9 principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
10 centers, services, and funding sources in accordance with such requirements and consistent with prudent
11 business practice, which costs and allocations shall be supported by source documentation maintained by
12 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

16 a. CONTRACTOR may be assessed a late penalty of one hundred dollars (\$100) for each
17 business day after the above specified due date that the accurate and complete Cost Report is not
18 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
19 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
20 CONTRACTOR.

21 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
22 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost
23 Report is delivered to ADMINISTRATOR.

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

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

32 B. The Cost Report prepared for each period shall be the final financial and statistical report
33 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
34 CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly
35 or indirectly related to the services to be provided hereunder. The Cost Report shall be the final
36 financial record for subsequent audits, if any.

37 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,

1 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth
2 on Page 3 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not
3 reimbursable pursuant to applicable federal, state and county laws, regulations and requirements. Any
4 payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an
5 unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or
6 other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or
7 COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the
8 reimbursement due COUNTY.

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

16 E. If the Cost Report for the period indicates the actual and reimbursable costs of services provided
17 pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of
18 interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference,
19 provided such payment does not exceed the Maximum Obligation of COUNTY.

20 F. The Cost Report for each period shall contain the following attestation, which may be typed
21 directly on or attached to the Cost Report:

22
23 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
24 supporting documentation prepared by _____ for the cost report period
25 beginning _____ and ending _____ and that, to the best of my
26 knowledge and belief, costs reimbursed through this Agreement are reasonable and
27 allowable and directly or indirectly related to the services provided and that this Cost
28 Report is a true, correct, and complete statement from the books and records of
29 (provider name) in accordance with applicable instructions, except as noted. I also
30 hereby certify that I have the authority to execute the accompanying Cost Report.

31
32 Signed _____
33 Name _____
34 Title _____
35 Date _____"

36 **VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

37 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without

1 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
2 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
3 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
4 they relate to the service or activity under subcontract, and include any provisions that
5 ADMINISTRATOR may require. No subcontract shall terminate or alter the responsibilities of
6 CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights
7 hereunder, either in whole or in part, without the prior written consent of COUNTY.

8 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
9 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
10 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall
11 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
12 derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments otherwise
13 due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

14 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,
15 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
16 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
17 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an
18 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
19 paragraph shall be void.

20 21 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

31 32 **VIII. EQUIPMENT**

33 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
34 moveable property of a relatively permanent nature with significant value. Equipment which costs
35 \$5,000 or over, including sales taxes, freight charges and other taxes are considered Fixed Assets.
36 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are
37 considered Minor Equipment or Controlled Assets. The cost of Equipment purchased, in whole or in

1 part, with funds paid pursuant to this Agreement shall be depreciated according to generally accepted
2 accounting principles.

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

9 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY
10 the cost of specified items of Equipment (Fixed or Controlled Assets) purchased by CONTRACTOR.
11 To "expense," in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in
12 which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment
13 shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

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

19 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
20 inventories of Loaned Equipment. EQUIPMENT shall be tagged with a COUNTY issued tag. Upon
21 demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned Equipment to
22 COUNTY.

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

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

31 32 **IX. FACILITIES, PAYMENTS AND SERVICES**

33 CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies, and
34 reports in accordance with Exhibit A to this Agreement. COUNTY shall compensate, and authorize,
35 when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this
36 Agreement with at least the minimum number and type of staff which meet applicable federal and state
37 requirements, and which are necessary for the provision of the services hereunder.

1
2 **X. INDEMNIFICATION AND INSURANCE**

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

13 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall
14 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
15 covering its operations as specified on Page 3 of this Agreement.

16 C. All insurance policies except Workers' Compensation and Employer's Liability shall contain the
17 following clauses:

18 1. "The County of Orange is included as an additional insured with respect to the operations of
19 the named insured performed under contract with the County of Orange."

20 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of,
21 and not contribute with, insurance provided by this policy."

22 3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30)
23 calendar days written notice has been given to Orange County HCA/Contract Development and
24 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

25 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be
26 mailed to COUNTY as referenced on Page 3 of this Agreement.

27 E. All insurance policies required by this contract shall waive all rights of subrogation against the
28 County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers,
29 agents and employees when acting within the scope of their appointment or employment.

30
31 **XI. INSPECTIONS AND AUDITS**

32 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
33 of the State of California, the Secretary of the United States Department of Health and Human Services,
34 the Comptroller General of the United States, or any other of their authorized representatives, shall have
35 access to any books, documents, and records, including but not limited to, medical and client records, of
36 CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a
37 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts

1 during the periods of retention set forth in the Records Management and Maintenance paragraph of this
2 Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services
3 provided pursuant to this Agreement, and the premises in which they are provided.

4 B. CONTRACTOR shall actively participate and cooperate with any person specified in
5 subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
6 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
7 evaluation or monitoring.

8 C. AUDIT RESPONSE

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

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

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

25
26 **XII. LICENSES AND LAWS**

27 A. CONTRACTOR, its officers, agents, employees, and subcontractors shall, throughout the term
28 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and
29 exemptions necessary for the provision of the services hereunder and required by the laws and
30 regulations of the United States, State of California, COUNTY, and any other applicable governmental
31 agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability
32 to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates,
33 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

34 B. The parties shall comply with all laws, rules or regulations applicable to the services provided
35 hereunder, as any may now exist or be hereafter amended or changed, except those provisions or
36 application of those provisions waived by the Secretary of the Department of Health and Human
37 Services. These laws, regulations, and requirements shall include, but not be limited to:

- 1 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
- 2 2. State of California Health and Safety Code, Sections 1250 et seq.;
- 3 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
- 4 Abuse Reporting;
- 5 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
- 6 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
- 7 6. United States Code (U.S.C.A.) Title 42;
- 8 7. Federal Social Security Act, Title XVIII and Title XIX;
- 9 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.);
- 10 9. The Clean Air Act (42 U.S.C.A. Section 114 and Section 1857, et seq.);
- 11 10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and
- 12 Sections 1251 et seq.);
- 13 11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
- 14 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
- 15 13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
- 16 14. Health Insurance Portability and Accountability Act (HIPAA), as it may exist now, or be
- 17 hereafter amended, and if applicable.
- 18 15. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A122, and A-133.

19 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 20 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
- 21 of the award of this Agreement:
 - 22 a. In the case of an individual contractor, his/her name, date of birth, social security
 - 23 number, and residence address;
 - 24 b. In the case of a contractor doing business in a form other than as an individual, the
 - 25 name, date of birth, social security number, and residence address of each individual who owns an
 - 26 interest of ten percent (10%) or more in the contracting entity;
 - 27 c. A certification that CONTRACTOR has fully complied with all applicable federal and
 - 28 state reporting requirements regarding its employees;
 - 29 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
 - 30 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.
- 31 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
- 32 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
- 33 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
- 34 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
- 35 //
- 36 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
- 37 grounds for termination of this Agreement.

1 3. It is expressly understood that this data will be transmitted to governmental agencies
2 charged with the establishment and enforcement of child support orders, or as permitted by federal
3 and/or state statute.

4
5 **XIII. LITERATURE AND ADVERTISEMENTS**

6 A. Any written information or literature, including educational or promotional materials,
7 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
8 to this Agreement must be approved in advance and in writing by ADMINISTRATOR before
9 distribution. For the purposes of this Agreement, distribution of written materials shall include, but not
10 be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the
11 Internet. Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR
12 consents thereto in writing.

13 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
14 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
15 Agreement must be approved in advance and in writing by ADMINISTRATOR.

16
17 **XIV. MAXIMUM OBLIGATION**

18 ~~The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is~~
19 ~~as specified on Page 3 of this Agreement.~~

20 A. The Total Maximum Obligations of COUNTY for services provided in accordance with this
21 Agreement and the separate Maximum Obligations for Period One and Period Two are as specified on
22 Page 1 of this Agreement.

23 B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR,
24 ADMINISTRATOR may increase or decrease the Period One and Period Two Maximum Obligations,
25 provided the total of these Maximum Obligations does not exceed the Total Maximum Obligation of
26 COUNTY as specified on Page 1 of this Agreement.

27
28 **XV. NONDISCRIMINATION**

29 **A. EMPLOYMENT**

30 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
31 discriminate against any employee or applicant for employment because of his/her ethnic group
32 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),
33 sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant
34 that the evaluation and treatment of employees and applicants for employment are free from
35 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment
36 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,
37 including apprenticeship. There shall be posted in conspicuous places, available to employees and

1 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal
2 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

3 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
4 shall state that all qualified applicants will receive consideration for employment without regard to
5 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
6 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement
7 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

8 3. Each labor union or representative of workers with which CONTRACTOR has a collective
9 bargaining agreement or other contract or understanding must post a notice advising the labor union or
10 workers' representative of the commitments under this Nondiscrimination paragraph and shall post
11 copies of the notice in conspicuous places available to employees and applicants for employment.

12 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
13 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
14 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
15 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with
16 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
17 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
18 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
19 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
20 regulations, as all may now exist or be hereafter amended or changed.

21 1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the
22 following based on one or more of the factors identified above:

- 23 a. Denying a client or potential client any service, benefit, or accommodation.
- 24 b. Providing any service or benefit to a client which is different or is provided in a
25 different manner or at a different time from that provided to other clients.
- 26 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
27 by others receiving any service or benefit.
- 28 d. Treating a client differently from others in satisfying any admission requirement or
29 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
30 any service or benefit.
- 31 e. Assignment of times or places for the provision of services.

32 2. Complaint Process - CONTRACTOR shall establish procedures for advising all clients
33 through a written statement that CONTRACTOR's clients may file all complaints alleging
34 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the
35 COUNTY's Patient's Rights Office. CONTRACTOR's statement shall advise clients of the following:

- 36 a. Whenever possible, problems shall be resolved informally and at the point of service.
- 37 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to

1 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
2 CONTRACTOR either orally or in writing.

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

5 //

6 2) Throughout the problem resolution and grievance process, client rights shall be
7 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be
8 informed of their right to access the Patients' Rights Office at any time.

9 b. In those cases where the client's complaint is filed initially with the Patients' Rights
10 Office, the Patients' Rights Office may proceed to investigate the client's complaint.

11 c. Within the time limits procedurally imposed, the complainant shall be notified in
12 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
13 an appeal with the Patients' Rights Office.

14 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
15 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1
16 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the
17 prohibition of discrimination against qualified persons with disabilities in all programs or activities, as
18 they exist now or may be hereafter amended together with succeeding legislation.

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

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

27
28 **XVI. NOTICES**

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

31 1. When written and deposited in the United States mail, first class postage prepaid and
32 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;

33 2. When faxed, transmission confirmed;

34 3. When sent by electronic mail; or

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

37 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as

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

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

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

10 E. In the event of a death, notification shall be made in accordance with the Notification of Death
11 paragraph of this Agreement.

12 13 **XVII. NOTIFICATION OF DEATH**

14 A. NON-TERMINAL ILLNESS DEATH

15 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
16 becoming aware of the death due to non-terminal illness of any person served hereunder; provided,
17 however, weekends and holidays shall not be included for purposes of computing the time within which
18 to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given
19 during normal business hours.

20 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver
21 or fax, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

22 3. The telephone report and written Notification of Non-Terminal Illness Death shall contain
23 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
24 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

25 B. TERMINAL ILLNESS DEATH

26 1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,
27 or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of
28 any person served hereunder. The Notification of Terminal Illness Death shall contain the name of the
29 deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of
30 CONTRACTOR's officers or employees with knowledge of the incident.

31 2. If there are any questions regarding the cause of death of any person served hereunder who
32 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,
33 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with subparagraph A.
34 above.

35 36 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

37 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in

1 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve
2 clients or occur in the normal course of business.

3 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
4 of any applicable public event or meeting. The notification must include the date, time, duration,
5 //
6 location and purpose of public event or meeting. Any promotional materials or event related flyers must
7 be approved by ADMINISTRATOR prior to distribution.

8
9 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

10 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
11 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
12 accordance with this Agreement and all applicable requirements, which include, but are not limited to:

- 13 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
14 75055(a), 75343(a), and 77143(a).
15 2. State of California, Health and Safety Code §123145.
16 3. 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

17 B. CONTRACTOR shall implement and maintain administrative, technical and physical
18 safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or
19 unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability
20 Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies (see COUNTY
21 HIPAA P&P 1-2). CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of
22 any use or disclosure of protected health information made in violation of federal or state regulations
23 and/or COUNTY policies.

24 C. CONTRACTOR's patient records shall be maintained in a secure manner. CONTRACTOR
25 shall maintain patient records and must establish and implement written record management procedures.

26 D. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
27 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

28 E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
29 preparation, and confidentiality of records related to participant, client and/or patient records are met at
30 all times.

31 F. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the
32 definition of medical records and identified this new record set as a Designated Record Set (DRS).
33 CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,
34 participants and patients be provided the right to access or receive a copy of their DRS and/or request
35 addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a
36 covered entity that is:

- 37 1. The medical records and billing records about individuals maintained by or for a covered

1 health care provider;

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

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

5 //

6 G. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
7 security of personally identifiable information (hereinafter "PII") and/or protected health information
8 (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
9 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
10 and email or facsimile.

11 H. 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 I. CONTRACTOR shall retain all financial records for a minimum of five (5) years from the
15 commencement of the contract, unless a longer period is required due to legal proceedings such as
16 litigations and/or settlement of claims.

17 J. CONTRACTOR shall retain all participant, client and/or patient medical records for seven (7)
18 years following discharge of the participant, client and/or patient, with the exception of non-emancipated
19 minors for whom records must be kept for at least one (1) year after such minors have reached the age of
20 eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

21 K. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
22 billings, and revenues available at one (1) location within the limits of the County of Orange.

23 L. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
24 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
25 CONTRACTOR.

26 M. CONTRACTOR may be required to retain all records involving litigation proceedings and
27 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

28 N. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
29 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that
30 is requested by the PRA request.

31
32 **XX. SEVERABILITY**

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

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XXI. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Agreement.
 2. Lobbying any governmental agency or official or making political contributions.
- CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, U.S.C.A, Section 1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Supplanting current funding for existing services.
 4. Fundraising.
 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.

6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.

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

8. Paying an individual salary or compensation for services at a rate in excess of the salary schedule specified by the U.S. Office of Personnel Management, or specified by ADMINISTRATOR per the Agreement's funding source.

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

1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
2. Providing inpatient hospital services or purchasing major medical equipment.
3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.
5. Funding travel or training (excluding mileage or parking).
6. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.

- 1 7. Payment for grant writing, consultants, certified public accounting, or legal services.
2 8. Purchase of artwork or other items that are for decorative purposes and do not directly
3 contribute to the quality of services to be provided pursuant to this Agreement.

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6 **XXII. STATUS OF CONTRACTOR**

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

18
19 **XXIII. TERM**

20 The term of this Agreement shall commence and terminate as specified on Page 3 of this
21 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,
22 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
23 including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting
24 and accounting.

25
26 **XXIV. TERMINATION**

27 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days
28 written notice given the other party.

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

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

- 35 1. The loss by CONTRACTOR of legal capacity.
36 2. Cessation of services.
37 3. The delegation or assignment of CONTRACTOR's services, operation or administration to

1 another entity without the prior written consent of COUNTY.

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

4 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this
5 Agreement.

6 6. The continued incapacity of any physician or licensed person to perform duties required
7 pursuant to this Agreement.

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

12 D. CONTINGENT FUNDING

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

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

16 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
17 approved by the Board of Supervisors.

18 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate
19 or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

20 E. In the event this Agreement is terminated prior to the completion of the term as specified on
21 Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
22 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

23 F. In the event this Agreement is terminated by either party, after receiving a Notice of
24 Termination CONTRACTOR shall do the following:

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

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

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

31 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
32 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
33 orderly transfer.

34 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
35 their best interests.

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

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

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

9 G. 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 Agreement.

11
12 **XXV. THIRD PARTY BENEFICIARY**

13 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
14 including, but not limited to, any subcontractors or any clients provided services hereunder.

15
16 **XXVI. WAIVER OF DEFAULT OR BREACH**

17 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
18 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
19 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
20 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
21 Agreement.

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

3
4
5 PACIFIC CLINICS

6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12
13 COUNTY OF ORANGE

14
15
16 BY: _____ DATED: _____

17 CHAIR OF THE BOARD OF SUPERVISORS

18
19 SIGNED AND CERTIFIED THAT A COPY
20 OF THIS DOCUMENT HAS BEEN DELIVERED
21 TO THE CHAIRMAN OF THE BOARD.

22
23 _____ DATED: _____

24 DARLENE J. BLOOM
25 Clerk of the Board of Supervisors
26 of Orange County, California

27
28 APPROVED AS TO FORM
29 OFFICE OF THE COUNTY COUNSEL
30 ORANGE COUNTY, CALIFORNIA

31
32 BY: _____ DATED: _____

33 DEPUTY

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

1 EXHIBIT A
2 TO AGREEMENT WITH
3 PACIFIC CLINICS
4 JULY 1, 2010 THROUGH JUNE 30, 201+2

6 **I. DEFINITIONS**

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

9 A. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of
10 the entry and evaluation documents into the COUNTY's Integrated Records Information System (IRIS)
11 and documentation that the clients are receiving services at a level and frequency and duration that is
12 consistent with each client's level of impairment and treatment goals and consistent with individualized,
13 solution-focused, evidenced-based practices.

14 B. Admission means documentation, by CONTRACTOR, of completion of the entry and
15 evaluation documents into the COUNTY's IRIS.

16 C. Benefits Specialist means a specialized position that would primarily be responsible for
17 coordinating client applications and appeals for State and Federal benefits.

18 D. CAMINAR means software designed for collection, tracking and reporting outcomes data for
19 clients enrolled in the Full Service Partnerships Programs.

20 1. 3 M's means the Quarterly Assessment Form that is completed for each client every three
21 months in the CAMINAR system.

22 2. CAMINAR Data Analyst/Outcomes Specialist means a specialized position with the
23 responsibility of ensuring the reliability of data entered into the CAMINAR system. This individual will
24 be able to analyze the data for the purpose of reporting and measuring outcomes and improvements
25 within the program.

26 3. Data Certification means the process of reviewing State and County mandated outcome data
27 for accuracy and signing the Certification of Accuracy of Data form indicating that the data is
28 accurate.

29 4. Key Events Tracking (KET) means the tracking of a client's movement or changes in the
30 CAMINAR system. A KET must be completed and entered accurately each time the Agency is
31 reporting a change from previous client status in certain categories. These categories include: residential
32 status, employment status, education and benefits establishment.

33 5. Partnership Assessment Form (PAF) means the baseline assessment for each client that
34 must be completed and entered into CAMINAR system within thirty (30) days of the Partnership date.

35 E. Case Management Linkage Brokerage means a process of identification, assessment of need,
36 planning, coordination and linking, monitoring and continuous evaluation of clients and of available
37 resources and advocacy through a process of casework activities in order to achieve the best possible

1 resolution to individual needs in the most effective way possible. This includes supportive assistance to
2 the client in the assessment, determination of need and securing of adequate and appropriate living
3 arrangements.

4 F. Certified Reviewer means an individual that obtains certification by completing all requirements
5 set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet
6 Modified for Contract Monitor / Contract Quality Assurance Staff.

7 G. Classroom Training means classroom training provided to Consumers/Family Members that
8 should impact information, skills, and competencies required for the performance of a particular job,
9 project, or task. Classroom Training should be a skill-building activity that teaches Consumers/Family
10 Members and carries the expectation that the Consumers/Family Members will take direct, purposeful
11 action by applying the skills developed.

12 H. Classroom Training Site means the physical location of the provided Classroom Training in
13 relation to this Agreement.

14 I. Clerk means an individual that shall be responsible for, including, but not limited to, providing
15 assistance in areas related to front office duties, outcome tracking and all other related revenue, outcome
16 reporting and Agreement compliance issues of the Consumer Training Program in relation to this
17 Agreement.

18 J. Client or Consumer means an individual, referred by COUNTY or enrolled in
19 CONTRACTOR's program for services under this Agreement, who is suffering from a chronic mental
20 illness.

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

24 L. Clinical Social Worker means an individual who meets the minimum professional and licensure
25 requirements set forth in Title 9, California Code of Regulations, Section 625, and has two (2) years of
26 post-master's clinical experience in a mental health setting.

27 M. Collaboration means a process of participation through which groups, agencies, coalitions,
28 and/or task forces work together in a beneficial and well-defined relationship towards the service goals.

29 N. Diagnosis means the definition of the nature of the client's disorder. When formulating the
30 diagnosis of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most
31 current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the
32 American Psychiatric Association. DSM diagnoses shall be recorded on all IRIS documents, as
33 appropriate.

34 O. Direct Service Hours (DSH) means a measure in minutes that a clinician spends providing client
35 services. DSH credit is obtained for providing mental health, case management, medication support and
36 a crisis intervention service to any client open in the IRIS which includes both billable and non-billable
37 services.

1 P. Director of Consumer Training means an individual whose responsibilities include, but are not
2 limited to, implementing and managing the day to day activities of the Consumer Training Program in
3 relation to this Agreement.

4 Q. Employment Specialist means an individual whose responsibilities included, but are not limited
5 to, providing pre-employment and placement planning, job placement, counseling, linkage, support and
6 monitor Consumer progress of the Consumer Training Program in relation to this Agreement.

7 R. Engagement means the process by which a trusting relationship between worker and client(s) is
8 established with the goal to link the individual(s) to the appropriate services. Engagement of client(s) is
9 the objective of a successful outreach.

10 S. Enrollee means one (1) unduplicated Consumer or Family Member actively participating in the
11 Classroom Training portion of the Consumer Training Program.

12 T. Enrollment means the enrollment or placement of a Consumer or Family Member in the
13 Consumer Training portion of the Consumer Training Program in relation to this Agreement.

14 U. Evaluation means systematic collection, analysis, and use of program information for
15 monitoring, improving programs, assessing outcomes, planning, and policy-making of the Consumer
16 Training Program in relation to this Agreement.

17 V. Family Member means immediate family members (Mother, Father, Brother, Sister, Son or
18 Daughter) of Consumers.

19 W. Full Service Partnership (FSP)

20 1. A Full Service Partnership means a type of program described by the State in the
21 requirements for the COUNTY plan for use of MHSA funds and which includes clients being a full
22 partner in the development and implementation of their treatment plan. A Full Service Partnership is an
23 evidence-based and strength-based model, with the focus on the individual rather than the disease.
24 Multi-disciplinary teams will be established including the client, psychiatrist and Personal Services
25 Coordinator (PSC). Whenever possible, these multidisciplinary teams will include a mental health
26 nurse, marriage and family therapist, clinical social worker, peer specialist and family members. The
27 ideal client to staff ratio will be in the range of 15 - 20 to one (1), ensuring relationship building and
28 intense service delivery. Services will include, but not be limited to, the following:

- 29 a. Crisis management;
- 30 b. Housing Services;
- 31 c. Twenty-four (24)-hour, seven (7) day a week intensive case management;
- 32 d. Community-based Wraparound around Recovery Services;
- 33 e. Vocational and Educational services;
- 34 f. Job Coaching/Developing;
- 35 g. Consumer employment;
- 36 h. Money management/Representative Payee support;
- 37 i. Flexible Fund account for immediate needs;

- j. Transportation;
- k. Illness education and self-management;
- l. Medication Support;
- m. Dual Diagnosis Services;
- n. Linkage to financial benefits/entitlements;
- o. Family and Peer Support; and
- p. Supportive socialization and meaningful community roles.

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

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

X. Housing Specialist means a specialized position dedicated to developing the full array of housing options for Full Service Partnerships and monitoring their suitability for the population served in accordance with the minimal housing standards policy set by the County of Orange for FSP housing. This individual is also responsible for assisting members with applications to low income housing, housing subsidies, senior housing, etc.

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

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

AA. Integrated Records and Information System (IRIS) means a collection of applications and databases that serve the needs of programs within the County of Orange Health Care Agency and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

1 AB. Job Coach means CONTRACTOR's staff position whose responsibilities include, but not
2 limited to, assisting in the development of training objectives as well as observing and providing
3 assistance to the Consumers during Temporary Work Employment (TWE) portion of the Consumer
4 Training Program in relation to this Agreement.

5 AC. Job Coach/Developer means a specialized position dedicated to nurturing employment
6 opportunities for the full service partnership members and matching the job to the member's strengths,
7 desire and goals. This position will also support the member to ensure successful job retention and
8 satisfaction of both employer and employee.

9 AD. Marriage and Family Therapist means an individual who meets the minimum professional and
10 licensure requirements set forth in Title 9, California Code of Regulations, Section 625.

11 AE. Medical Necessity means the requirements as defined in the Orange County Mental Health Plan
12 (MHP) Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes
13 Diagnosis, Impairment Criteria and Intervention Related Criteria.

14 AF. Mental Health Field means a business or service providing mental health outreach, assessment
15 or treatment services to mental health clients, or providing housing, educational, counseling,
16 employment, recreational or social services to mental health clients.

17 AG. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree and
18 four years of experience in a mental health setting as a specialist in the fields of physical restoration,
19 social adjustment and/or vocational adjustment.

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

23 1. Assessment means a service activity, which may include a clinical analysis of the history
24 and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural issues
25 and history, diagnosis and the use of testing procedures.

26 2. Collateral means a significant support person in a beneficiary's life and is used to define
27 services provided to them with the intent of improving or maintaining the mental health status of the
28 client. The beneficiary may or may not be present for this service activity.

29 3. Co-Occurring see Dual Disorders (DD) Integrated Treatment Model.

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

33 5. Dual Disorders (DD) Integrated Treatment Model means that the program uses a stage-wise
34 treatment model that is non-confrontational, follows behavioral principles, considers interactions
35 between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness
36 and substance abuse research has strongly indicated that to recover fully, a consumer with co-occurring
37 disorder needs treatment for both problems as focusing on one does not ensure the other will go away.

1 Dual diagnosis services integrate assistance for each condition, helping people recover from both in one
2 setting at the same time.

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

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

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

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

23 AI. Mental Health Services Act (MHSA) means the law that provides funding for expanded
24 community mental health services. It is also known as "Proposition 63."

25 AJ. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental
26 health field or has a high school diploma and two (2) years of experience delivering services in a mental
27 health field.

28 AK. National Provider Identifier (NPI) means the standard unique health identifier that was adopted
29 by the Secretary of Health and Human Services under Health Insurance Portability and Accountability
30 Act (HIPAA) of 1996 for health care providers. All HIPAA covered healthcare providers, individuals
31 and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions.
32 The NPI is assigned for life.

33 AL. Notice of Action (NOA-A) means a Medi-Cal requirement that informs the beneficiary that
34 he/she is not entitled to any specialty mental health service. The County of Orange has expanded the
35 requirement for an NOA-A to all individuals requesting an assessment for services and found not to
36 meet the medical necessity criteria for specialty mental health services.

37 //

1 AM. Notice of Privacy Practices (NPP) means a document that notifies individuals of uses and
2 disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set
3 forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

4 AN. Outcome means measurable change that occurs as a result of a project's overall performance in
5 implementing its services. Outcomes are often separated out as to their expected effect along a time
6 continuum, as immediate, intermediate and long-term outcomes.

7 AO. Outreach means the outreach to potential clients to link them to appropriate mental health
8 services and may include activities that involve educating the community about the services offered and
9 requirements for participation in the programs. Such activities should result in the CONTRACTOR
10 developing their own client referral sources for the programs they offer.

11 AP. Peer Recovery Specialist means an individual who has been through the same or similar
12 recovery process as those he/she is now assisting to attain their recovery goals while getting paid for this
13 function by the FSP. A peer recovery specialist practice is informed by his/her own experience.

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

23 AR. Pharmacy Benefits Manager means the Pharmaceutical Benefits Management (PBM) company
24 that manages the medication benefits that are given to Behavioral Health Services (BHS) & Medical &
25 Institutional Health Services (MIHS) clients that qualify for medication benefits.

26 AS. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical
27 Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
28 Psychological Assistant, acquiring hours for licensing and waived in accordance with W&IC section
29 575.2. The waiver may not exceed five (5) years.

30 AT. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social
31 Work or Marriage and Family Therapy and is registered with the Board of Behavioral Sciences (BBS) as
32 an Associate Clinical Social Worker or MFT Intern acquiring hours for licensing. An individual's
33 registration is subject to regulations adopted by the BBS.

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

37 //

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

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

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

15 AY. Psychiatrist means an individual who meets the minimum professional and licensure
16 requirements set forth in Title 9, California Code of Regulations, Section 623.

17 AZ. Psychologist means an individual who meets the minimum professional and licensure
18 requirements set forth in Title 9, California Code of Regulations, Section 624.

19 BA. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one
20 percent (1%) of all "high-risk" Medi-Cal clients to monitor and evaluate the quality and appropriateness
21 of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR
22 administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the
23 cases.

24 BB. Recovery is "a deeply personal, unique process of changing one's attitudes, values, feelings,
25 goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life even with
26 limitations caused by the illness. Recovery involves the development of new meaning and purpose in
27 one's life as one grows beyond the catastrophic effects of mental illness. Ultimately, because recovery is
28 a personal and unique process, everyone with a psychiatric illness develops his or her own definition of
29 recovery. However, certain concepts or factors are common to recovery." (William Anthony, 1993).

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

33 BD. Token means the security device which allows an individual user to access the Health Care
34 Agency (HCA) computer based Integrated Records Information System (IRIS).

35 BE. UMDAP means Universal Method of Determining Ability to Pay (set by the State of
36 California).

37 //

1 BF. Vocational Specialist means a specialized position dedicated to nurturing the client's interest
 2 and setting goals for involvement in education and vocational opportunities. This is accomplished by
 3 assisting the member to explore their strengths, past experiences of positive activities, hopes and dreams
 4 for the future.

6 **II. BUDGET**

7 A. The following budget is set forth for informational purposes only and may be adjusted by
 8 mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	<u>BUDGET</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
10 ADMINISTRATIVE COST	\$ 77,345	\$ 91,346	\$ 91,346
13 PROGRAM COSTS			
14 Salaries	\$226,078	\$226,072	\$226,072
15 Benefits	56,508	56,518	56,518
16 Subcontracts	10,400	83,596	53,596
17 Services and Supplies	222,649	287,422	287,422
18 SUBTOTAL PROGRAM COST	\$515,635	\$653,608	\$623,608
20 TOTAL GROSS COSTS	\$592,980	\$744,954	\$714,954
22 REVENUE			
23 Mental Health Services Act	\$592,980	\$744,954	\$714,954
24 TOTAL REVENUE	\$592,980	\$744,954	\$714,954
26 TOTAL MAXIMUM OBLIGATION	\$592,980	\$744,954	\$714,954

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

37 //

1 CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for
2 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

11 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
12 subparagraph II. above.

13 **III. PAYMENTS**

14
15 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$49,415
16 per month for the month of July 2010 through January 2011 and \$79,810 per month for the period
17 February 2011 through June 2011 for Period One of this Agreement. COUNTY shall pay
18 CONTRACTOR monthly, in arrears, at the provisional amount of \$59,580 per month for Period Two of
19 this Agreement. All payments are interim payments only, and subject to Final Settlement in accordance
20 with the Cost Report paragraph of this Agreement for which CONTRACTOR shall be reimbursed for
21 the actual cost of providing the services hereunder; provided, however, the total of such payments does
22 not exceed COUNTY'S Total Maximum Obligation, and, provided further, CONTRACTOR's costs are
23 reimbursable pursuant to federal, state and county regulations. ADMINISTRATOR may, at its
24 discretion, pay supplemental billings for any month for which the provisional amount specified above
25 has not been fully paid.

26 1. In support of the monthly billing, CONTRACTOR shall submit a monthly Expenditure and
27 Revenue Report as specified in the Reports paragraph of this Exhibit A to the Agreement.
28 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
29 CONTRACTOR as specified in subparagraphs A.2. and A.3. below.

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

35 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
36 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
37 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to

1 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the
2 year-to-date actual cost incurred by CONTRACTOR.

3 //

4 B. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide
5 such information as is required by ADMINISTRATOR. Billings are due the tenth (10th) business day of
6 each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one
7 (21) calendar days after receipt of the correctly completed billing form.

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

11 D. ADMINISTRATOR may withhold or delay any payment, if CONTRACTOR fails to comply
12 with any provision of this Agreement.

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

16 **IV. SERVICES**

17 **A. FACILITIES**

18 1. CONTRACTOR shall maintain two (2) facilities at the following location or any other
19 location approved, in advanced and in writing, by ADMINISTRATOR:
20

21		
22	Pacific Clinics	Santa Ana College
23	13950 Milton Ave, Suite 303	1530 W. 17th St.
24	Westminster, CA 92863	Santa Ana, CA 92706
25		

26 2. CONTRACTOR shall maintain regularly scheduled service hours, five (5) days a week
27 throughout the year, and maintain the capability to provide services during evening hours on weekdays,
28 and on weekends, when necessary, in order to accommodate clients.

29 a. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday
30 schedule unless otherwise approved in writing by ADMINISTRATOR.

31 b. CONTRACTOR shall ensure that the Classroom Training Site is a regionally accredited
32 post-secondary educational institution.

33 c. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend
34 Subparagraph IV.A.2. above.

35 **B. SERVICES TO BE PROVIDED**

36 1. CONTRACTOR shall provide a Consumer Training Program that consists of ~~five~~ **four** basic
37 components; Classroom Training, Temporary Work Employment (TWE), Mentoring of Non-English

1 Speaking Proficient Trainees, and Job Placement, and short-term Supportive Employment Services for
2 past and current year graduates.

3 2. CONTRACTOR will identify and assess potential consumers meeting the following criteria
4 unless written exception is granted by COUNTY:

5 a. Orange County residents over the age of 18;

6 b. Displaying behaviors or a history indicative of Serious and Persistent Mental Illness
7 (SMI), as defined by the California Welfare and Institutions Code 5600.3; or self-identified SMI;

8 3. CONTRACTOR shall identify underserved and unserved seriously mentally ill adults and
9 their families who require training and other mental health services.

10 4. CONTRACTOR shall coordinate referrals and job placements with other existing mental
11 health service programs, law enforcement and community-based agencies to ensure all clients and their
12 families are given access to the most appropriate level and type of training services.

13 5. CONTRACTOR shall continue ongoing collaboration with other stakeholders involved
14 with individual consumers; including family members and significant others, employers, and County of
15 Orange departments and agencies.

16 6. CONTRACTOR shall assist students to promote completion of training, job development
17 skills, and provide supportive services as needs are identified.

18 7. CONTRACTOR shall maintain a student database to track student demographics and
19 employment status for coordination and reporting purposes.

20 8. CONTRACTOR will maintain secure files which contain all student information.

21 9. CONTRACTOR shall provide Limited English Proficient students with the
22 Paraprofessional Mental Health Worker program curriculum in the translated languages that include
23 Spanish, Arabic, Vietnamese, Farsi, Korean, and Chinese as applicable, and all classroom materials
24 including, but not limited to, handouts, power point presentations, cases studies, quizzes, tests, and any
25 other materials that are used in learning the course.

26 C. CONTRACTOR shall attend monthly COUNTY staff meetings with Training Program staff and
27 ADMINISTRATOR to discuss contractual and other issues that include, but are not limited to
28 compliance with policies and procedures, statistics and training services.

29 D. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
30 conduct research activity on program participants without obtaining prior written authorization from
31 ADMINISTRATOR.

32 E. PROGRAM COMPONENTS

33 1. CONTRACTOR shall provide a Classroom Training Component that consists of:

34 a. Classroom training for a minimum of twenty-five (25) consumers and family members.

35 b. One hundred sixty (160) hours of "in-person" classroom training provided over a
36 fourteen (14) week session that focus on basic human services and mental health concepts and
37 knowledge.

1 c. Classroom training that uses a modified version of the Mental Health Worker
2 Paraprofessional Training Course, which contains the core elements of the California Association of
3 Social Rehabilitation Agencies (CASRA) curriculum.

4 d. A Training Curriculum that has been developed and mutually agreed upon by the
5 CONTRACTOR and Santa Ana College, and approved by ADMINISTRATOR.

6 //

7 //

8 //

9 //

10 2. CONTRACTOR shall provide a Temporary Work Employment (TWE) Component that
11 consists of:

12 a. TWE placements for a minimum of thirty (30) ~~consumers and family members~~ students
13 from current year or graduates from the immediate past class for a period of sixteen (16) weeks in part-
14 time mental health field jobs, paid at a hourly rate not to exceed \$11.50 per hour.

15 b. TWE placements for a minimum of thirty (30) family members for a period of four (4)
16 weeks at forty (40) hours per week or eight (8) weeks at twenty (20) hours per week, in part-time mental
17 health field jobs, paid at a hourly rate not to exceed \$11.50 per hour.

18 ~~bc.~~ Job placements that meet the requirements of all applicable labor laws.

19 ~~ed.~~ Job placements that will train students in job skills related to working within the mental
20 health system.

21 ~~de.~~ Job placements that include, but are not limited to, positions such as Care Coordinator,
22 Peer Mentor, Job Coach, Outreach Worker, Illness Management Coach, Family Group Leader, Social
23 Skills Trainer, Drop-in Center Worker, Benefits Worker, and Advocacy Worker.

24 ~~ef.~~ CONTRACTOR shall ensure that TWE Trainee receive benefits counseling,
25 employment counseling, and job placement support services while participating in their TWE
26 placement.

27 ~~fg.~~ CONTRACTOR shall ensure immediate placement of trainees into a TWE position
28 upon graduation from classroom training portion of program.

29 3. CONTRACTOR shall provide a Mentoring ~~Non-Limited~~ English Proficient ~~Speaking~~
30 Trainee Component that consists of:

31 a. Mentoring for a minimum of five (5) unduplicated ~~Non-Limited~~ English Proficient-
32 ~~Speaking~~ Trainees.

33 b. Placement for five (5) unduplicated ~~Non-Limited~~ English Proficient ~~Speaking~~ ~~Trainees~~
34 consumers and/or family members in Korean, in a minimum of a sixteen (16) week TWE assignment or
35 regular employment.

36 c. Mentoring for a minimum of thirty (30) unduplicated Limited English Proficient family
37 members in Spanish, Arabic, Vietnamese, Farsi, and Chinese. The thirty (30) Limited English Proficient

1 family members will receive a minimum of sixteen (16) weeks of bilingual mentoring.

2 d. Placement for thirty (30) unduplicated Limited English Proficient family members in
3 Spanish, Arabic, Vietnamese, Farsi, and Chinese, in an eight (8) week TWE assignment or regular
4 employment.

5 ee. Supportive services and job skills development to encourage the ~~Non-Limited~~ English
6 ~~Speaking~~ Proficient Trainees to complete the TWE assignment.

7 ef. Mentoring to ensure that the ~~Non-Limited~~ English Proficient ~~speaking~~ Trainee can fully
8 function at their TWE placement site without the necessity of speaking English proficiently. Trainee
9 may ~~not be~~ have limited proficiency in English but is able to read, write and speak another language
10 such as Spanish, Vietnamese, Korean, ~~or~~ Farsi, Arabic, Chinese, etc.

11 eg. Individual mentoring sessions to ensure that the Trainee can learn the substance of the
12 academic curriculum through its practical application while participating in TWE assignment.

13 4. CONTRACTOR shall provide a Job Placement ~~Component that consists of:~~

14 ~~a. Job placements,~~ in the mental health field for a minimum of twenty (20) students in
15 regular employment.

16 ~~5. b.~~ CONTRACTOR shall provide Supportive ~~Employment~~ ~~S~~services to graduates of the
17 program that include, but are not limited to, job search assistance, interviewing workshops and other job
18 placement related assistance to a minimum of sixty (60) students.

19 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend any of the
20 requirements described in the subparagraph IV. above.

21 G. PERFORMANCE OUTCOMES

22 1. CONTRACTOR shall complete performance outcome measures as required by State and/or
23 COUNTY. The expected outcomes are to provide a quantifiable and repeatable measure to assess
24 overall program effectiveness. The CONTRACTOR will cooperate in data collection in order to
25 develop baseline figures for future evaluation and report performance in terms of consumer satisfaction
26 and quality of services.

27 2. COUNTY shall develop and provide CONTRACTOR with performance outcome measure
28 guidelines for the purpose of evaluating the impact or contribution of CONTRACTOR's services on the
29 well-being of the Orange County residents being served under the terms of this Agreement.

30 H. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance
31 in meeting the terms of this Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of
32 any issue(s) or concern(s) related to the provision of services pursuant to this Agreement, and request a
33 plan of corrective action, which may include, but are not be limited to, adjusting the CONTRACTOR's
34 Performance Outcomes. CONTRACTOR shall submit a written plan of corrective action for approval
35 within thirty (30) calendar days of request by ADMINISTRATOR, or as directed by
36 ADMINISTRATOR.

37 I. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,

with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

J. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in county-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

V. STAFFING

A. CONTRACTOR shall, at minimum, provide the following staffing, expressed in Full-time Equivalents (FTEs), continuously throughout the term of this Agreement. One (1) FTE shall be equal to an average of forty (40) hours per week:

PROGRAM	PERIOD ONE	PERIOD TWO
	FTEs	FTEs
Program Director	1.00	1.00
Training Assistant	1.00	1.00
Job Developer	1.00	1.00
Employment Specialist	2.00	2.00
Peer Mentor	1.00	1.00
SUBTOTAL PROGRAM FTEs	6.00	6.00
SUBCONTRACTORS		
Farsi Peer Mentor	0.20	0.20
Spanish Peer Mentor	0.20	0.20
Vietnamese Peer Mentor	0.20	0.20
Arabic Peer Mentor	0.20	0.20
Chinese Peer Mentor	0.20	0.20
Korean Peer Mentor	0.20	0.20
SUBTOTAL SUBCONTRACTOR FTEs	0.40 1.20	1.20
TOTAL FTEs	6.40 7.20	7.20

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3 **B. WORKLOAD STANDARDS**

4 1. The CONTRACTOR shall provide a minimum of ~~fifteen (15)~~ thirty (30) annual TWE
5 placements per one (1) FTE Employment Specialist and twenty (20) annual regular job placements per
6 one (1) FTE Job Developer.

7 2. The CONTRACTOR shall mentor a minimum of five (5) ~~monolingual~~ Limited English
8 Proficient students per 0.20 ~~one (1)~~ FTE ~~Monolingual~~ Bilingual Peer Mentor.

9 3. CONTRACTOR shall include culturally and linguistically appropriate services to meet the
10 needs of threshold languages as determined by COUNTY. Bilingual/bicultural Staff will be retained.
11 Salary savings resulting from vacant positions may not be used to cover costs other than salaries and
12 employee benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

13 4. CONTRACTOR shall recruit, hire, train and maintain staff who are consumers, former
14 consumers or family members and who are qualified for the position(s) sought. CONTRACTOR shall
15 maintain documentation which shall include, but not be limited to, the following: records attesting to
16 efforts made in recruitment and hiring practices, and identification of measures taken to enhance
17 accessibility for potential staff in these categories.

18 5. CONTRACTOR may augment the above paid staff with volunteers or student interns upon
19 written approval of ADMINISTRATOR. CONTRACTOR shall meet minimum requirements for
20 supervision of each student intern as required by the state Licensing Board and/or school program
21 descriptions or work contracts.

22 6. CONTRACTOR shall maintain personnel files for each staff person, which shall include,
23 but not be limited to, an application for employment, qualifications for the position, results of
24 background checks, applicable licenses, waivers, registrations, documentation of bicultural/bilingual
25 capabilities, status as a client, former client or family member, pay rate, training, and evaluations
26 justifying pay increases.

27 7. All positions are required to maintain a log delineating hours worked and allocated to each
28 program of CONTRACTOR.

29 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend any of the
30 requirements described in subparagraph V. above.

31
32 **VI. REPORTS**

33 A. CONTRACTOR shall maintain records and make statistical reports as required by
34 ADMINISTRATOR and the California State Department of Mental Health on forms provided by either
35 agency.

36 **B. FISCAL**

37 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to

1 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
2 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost
3 center(s) described in the Services paragraph of Exhibit A to this Agreement. Such reports shall include
4 number of clients by program. The reports shall be received by ADMINISTRATOR no later than
5 twenty (20) calendar days following the end of the month reported.

6 2. CONTRACTOR shall submit monthly Year-End Expenditure and Revenue Projection
7 Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
8 ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for
9 CONTRACTOR's program(s) or cost center(s) described in the Service paragraph of this Exhibit A to
10 this Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated
11 monthly costs and revenue to the end of the fiscal year. The reports shall also include the number of
12 classroom training graduates, TWE placements, ~~Non-Limited~~ English Proficient ~~speaking~~ trainees
13 completing a TWE, regular job placements, and students receiving supportive services. Year-End
14 Projection Reports shall be submitted in conjunction with the monthly Expenditure and Revenue
15 Reports.

16 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
17 These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR, and shall, at a
18 minimum, report the actual FTE'S of the positions stipulated in the Staffing subparagraph of this Exhibit
19 A to the Agreement, and shall include the employees' names, monthly salary, and hire and/or termination
20 date, and any other pertinent information as may be required by ADMINISTRATOR. The reports shall
21 be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the
22 month being reported.

23 D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to
24 ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar
25 days following the end of the month being reported. Programmatic reports shall include a description of
26 CONTRACTOR's progress in implementing the provisions of this Agreement. CONTRACTOR shall
27 state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement.

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

32 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend any of the
33 requirements described in the subparagraph VI. above.

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