

1 AGREEMENT FOR PROVISION OF
2 FULL SERVICE PARTNERSHIP SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 TELECARE CORPORATION
7 FISCAL YEAR 2009-2010
8

9 THIS AGREEMENT entered into this 1st day of July, 2009, which date is enumerated for purposes
10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 TELECARE CORPORATION, a California for profit corporation (CONTRACTOR). This Agreement
12 shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).
13

14 **W I T N E S S E T H:**
15

16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
17 Full Service Partnership Services described herein to the residents of Orange County; and

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

20 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2009 through June 30, 2010**Maximum Obligation:** ~~\$3,967,176~~ \$4,067,176**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: Telecare Corporation
 1080 Marina Village Parkway, Suite 100
 Alameda, CA 94501

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits per Occurrence</u>
Commercial 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 such breach within sixty (60) calendar days of such notice from ADMINSTRATOR shall constitute
2 grounds for termination of this Agreement as to the non-complying party.

3 C. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
4 Conduct for adherence by all HCA employees and contract providers has been developed.

5 1. If CONTRACTOR elects to adhere to HCA Compliance Program, then within thirty (30)
6 calendar days of award of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR a
7 signed acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor
8 Code of Conduct."

9 2. Failure of CONTRACTOR to timely submit the acknowledgement of the HCA Contractor
10 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach
11 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
12 termination of this Agreement as to the non-complying party.

13 D. CONTRACTOR shall screen all Covered Individuals employed or retained to provide services
14 related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined
15 hereunder. Screening shall be conducted against the General Services Administration's List of Parties
16 Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List
17 of Excluded Individuals/Entities.

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

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

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

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

27 3. CONTRACTOR shall screen all current Covered Individuals semi-annually (January and
28 July) to ensure that they have not become Ineligible Persons.

29 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
30 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
31 CONTRACTOR shall notify COUNTY immediately upon such disclosure.

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

1 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
2 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
3 screened. Such individual or entity shall be immediately removed from participating in any activity
4 associated with this AGREEMENT. ADMINISTRATOR will determine if any repayment is necessary
5 from CONTRACTOR for services provided by ineligible person or individual.

6 E. REIMBURSEMENT STANDARDS

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

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

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

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

20 F. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training
21 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

28 **IV. CONFIDENTIALITY**

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

32 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
33 Agreement are clients of the Orange County Mental Health services system, and therefore it may be
34 necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information
35 regarding specific clients with COUNTY or other providers of related services contracting with
36 COUNTY.
37

1 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
2 CONTRACTOR.

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

6 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
7 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
8 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. In no case shall
9 extensions be granted for more than seven (7) calendar days.

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

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

20 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
21 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth
22 on Page 3 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not
23 reimbursable pursuant to applicable federal, state and county laws, regulations and requirements. Any
24 payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an
25 unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or
26 other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or
27 COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the
28 reimbursement due COUNTY.

29 D. Unless approved by ADMINISTRATOR, costs that exceed the State Maximum Allowance per
30 Medi-Cal Unit of Services, as determined by the State Department of Mental Health, shall be
31 unreimbursable to CONTRACTOR.

32 E. In the event CONTRACTOR is authorized to retain unanticipated revenues as described in the
33 Budget paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify, in the Cost Report, the
34 services rendered with such revenues.

35 F. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
36 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim
37 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such

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

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

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

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

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

25
26 **VI. DELEGATION AND ASSIGNMENT**

27 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
28 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
29 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
30 approved in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to
31 the service or activity under subcontract, and include any provisions that ADMINISTRATOR may
32 require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
33 pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in
34 part, without the prior written consent of COUNTY.

35 B. For CONTRACTORS which are for-profit organizations, any change in the business structure,
36 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
37 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a

1 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an
2 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
3 paragraph shall be void.

4
5 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

6 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state
7 statutes and regulations regarding the employment of aliens and others and to ensure that employees,
8 subcontractors and consultants performing work under this Agreement meet the citizenship or alien
9 status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all
10 employees, subcontractors and consultants performing work hereunder, all verification and other
11 documentation of employment eligibility status required by federal or state statutes and regulations
12 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq.,
13 as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such
14 documentation for all covered employees, subcontractors and consultants for the period prescribed by
15 the law.

16
17 **VIII. EQUIPMENT**

18 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
19 moveable property of a relatively permanent nature with significant value. Equipment which costs
20 \$5,000 or over, including sales taxes, freight charges and other taxes are considered fixed assets.
21 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are
22 considered minor Equipment. The cost of Equipment purchased, in whole or in part, with funds paid
23 pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

24 B. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
25 COUNTY the cost of specified items of Equipment or minor Equipment purchased by CONTRACTOR.
26 To "expense," in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in
27 which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment
28 shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

29 C. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
30 with funds paid through this Agreement in accordance with guidelines set forth in COUNTY's
31 "Accounting Procedures Manual," as periodically amended. Such inventory shall be available for
32 review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and
33 balance of undepreciated Equipment cost, if any.

34 D. For Loaned Equipment, CONTRACTOR shall cooperate with ADMINISTRATOR in
35 conducting any periodic physical inventories of Loaned Equipment that ADMINISTRATOR may
36 require. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned
37 Equipment to COUNTY.

1 E. CONTRACTOR must report any loss or theft of Loaned Equipment in accordance with the
2 procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition,
3 CONTRACTOR must complete and submit to ADMINISTRATOR a "Notification of Location
4 Change" form or "Surplus Requisition" form when items of Loaned Equipment are moved from one
5 location to another or returned to COUNTY as surplus.

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

10
11 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

17
18 **X. INDEMNIFICATION AND INSURANCE**

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

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

37 //

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

5 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is self-
6 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of
7 insurance covering its operations placed with reputable insurance companies in amounts as specified on
8 Page 3 of this Agreement. Upon request by ADMINISTRATOR, CONTRACTOR shall provide
9 evidence of such insurance.

10 E. COUNTY warrants that it is self-insured or maintains policies of insurance placed with
11 reputable insurance companies licensed to do business in the State of California which insures the perils
12 of bodily injury, medical, professional liability, and property damage. Upon request by
13 CONTRACTOR, COUNTY shall provide evidence of such insurance.

14 F. All insurance policies except Workers' Compensation and Employer's Liability, shall contain
15 the following clauses:

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

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

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

23 G. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be
24 mailed to COUNTY as referenced on Page 3 of this Agreement.

25
26 **XI. INSPECTIONS AND AUDITS**

27 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
28 of the State of California, the Secretary of the United States Department of Health and Human Services,
29 the Comptroller General of the United States, or any other of their authorized representatives, shall have
30 access to any books, documents, and records, including but not limited to, medical and client records, of
31 CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a
32 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts
33 during the periods of retention set forth in the Records Management and Maintenance paragraph of this
34 Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services
35 provided pursuant to this Agreement, and the premises in which they are provided.

36 B. CONTRACTOR shall actively participate and cooperate with any person specified in
37 subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

1 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
2 evaluation or monitoring.

3 C. AUDIT RESPONSE

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

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

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

20
21 **XII. LICENSES AND LAWS**

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

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

- 33 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
34 2. State of California Health and Safety Code, Sections 1250 et seq.;
35 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
36 Abuse Reporting;
37 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;

- 1 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
- 2 6. United States Code (U.S.C.A.) Title 42;
- 3 7. Federal Social Security Act, Title XVIII and Title XIX;
- 4 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.);
- 5 9. The Clean Air Act (42 U.S.C.A. Section 114 and Sections 1857, et seq.);
- 6 10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and
- 7 Sections 1251 et seq.);
- 8 11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
- 9 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
- 10 13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
- 11 14. Federal Medicare Cost reimbursement principles and cost reporting standards;
- 12 15. Orange County Medi-Cal Mental Health Managed Care Plan;
- 13 16. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
- 14 Management.
- 15 17. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist
- 16 now or be hereafter amended and if applicable.

17 C. CONTRACTOR shall at all times be capable and authorized by the State of California to
18 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the
19 terms of this Agreement and shall make every reasonable effort to obtain appropriate licenses and/or
20 waivers to provide Medi-Cal billable treatment services at school or other sites requested by
21 ADMINISTRATOR.

22 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

1 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
2 grounds for termination of this Agreement.

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

6
7 **XIII. LITERATURE AND ADVERTISEMENTS**

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

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

17
18 **XIV. MAXIMUM OBLIGATION**

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

21
22 **XV. NONDISCRIMINATION**

23 **A. EMPLOYMENT**

24 1. CONTRACTOR shall ensure that applicants are employed, and that employees are treated
25 during employment, without regard to their ethnic group identification, race, religion, ancestry, color,
26 creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or
27 physical or mental disability. Such action shall include, but not be limited to the following:
28 employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or
29 termination; rate of pay or other forms of compensation; and selection for training, including
30 apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for
31 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
32 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

5 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
6 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
7 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
8 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with
9 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A.
10 §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9, Division 4, Chapter 6,
11 Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and
12 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
13 may now exist or be hereafter amended or changed.

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

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

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

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

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

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

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

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

5
6 **XVII. NOTIFICATION OF DEATH**

7 **A. NON-TERMINAL ILLNESS DEATH**

8 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
9 becoming aware of the death due to non-terminal illness of any person served hereunder or served
10 within the previous twelve (12) months; provided, however, weekends and holidays shall not be
11 included for purposes of computing the time within which to give telephone notice and, notwithstanding
12 the time limit herein specified, notice need only be given during normal business hours.

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

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

18 **B. TERMINAL ILLNESS DEATH**

19 1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,
20 or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of
21 any person served hereunder or served within the previous twelve (12) months. The Notification of
22 Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and
23 circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge
24 of the incident.

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

29
30 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

34 B. CONTRACTOR shall notify ADMINISTRATOR at least ten (10) working days in advance of
35 any applicable public event or meeting. The notification must include the date, time, duration, location
36 and purpose of public event or meeting. Any promotional materials or event related flyers must be
37 approved by ADMINISTRATOR prior to distribution.

XIX. RECORDS MANAGEMENT AND MAINTENANCE

1
2 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
3 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
4 accordance with this Agreement and all applicable requirements, which include, but are not limited to:

5 1. California Code of Regulation Title 22, Chapter 7, Article 6, §75055 - Retention of records
6 by outpatient medical facilities.

7 2. State of California, Department of Alcohol and Drug Programs Reporting System (ASRS)
8 manual.

9 3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS)
10 manual.

11 4. 45 CFR, HIPAA Privacy Rule (Designated Record Set).

12 5. State of California, Health and Safety Code §§123100 – 123149.5.

13 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
14 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

15 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
16 preparation, and confidentiality of records related to participant, client and/or patient records are met at
17 all times.

18 D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the
19 definition of medical records and identified this new record set as a Designated Record Set (DRS). 45
20 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

26 E. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
27 clients, participants, patients, etc., be provided the right to access or receive a copy of their DRS and/or
28 request addendum to their records.

29 F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
30 security of personally identifiable information (hereinafter “PII”) and/or protected health information
31 (hereinafter “PHI”). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
32 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
33 and email or facsimile.

34 G. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or
35 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
36 pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

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

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

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

11 K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
12 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
13 CONTRACTOR.

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

16 M. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
17 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that
18 is requested by the PRA request.

19
20 **XX. REVENUE**

21 A. CLIENT FEES - CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
22 clients to whom services, other than Medi-Cal Services, are provided pursuant to this Agreement, their
23 estates and responsible relatives, according to their ability to pay as determined by the State Department
24 of Mental Health's "Uniform Method of Determining Ability to Pay" (UMDAP) procedure, and in
25 accordance with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost
26 of services provided. No client shall be denied services because of an inability to pay.

27 B. THIRD-PARTY REVENUE - CONTRACTOR shall make every reasonable effort to obtain all
28 available third-party reimbursement for which persons served hereunder may be eligible. Charges to
29 insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

30 C. PROCEDURES - CONTRACTOR shall maintain internal financial controls which adequately
31 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically
32 provide for the identification of delinquent accounts and methods for pursuing such accounts.
33 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
34 status of fees which are billed, collected, transferred to a collection agency or deemed by
35 CONTRACTOR to be uncollectible.

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XXI. SEVERABILITY

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

XXII. 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.

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. Funding travel or training (excluding mileage or parking).
5. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
6. Payment for grant writing, consultants, certified public accounting, or legal services.

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

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

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

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

11 D. CONTINGENT FUNDING

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

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

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

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

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

22 F. After receiving a Notice of Termination CONTRACTOR shall do the following:

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

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

27 3. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
28 their best interests.

29 4. If records are to be transferred to COUNTY, pack and label such records in accordance
30 with directions provided by ADMINISTRATOR.

31 5. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
32 supplies purchased with funds provided by COUNTY.

33 6. To the extent services are terminated, cancel outstanding commitments covering the
34 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
35 commitments which relate to personal services. With respect to these canceled commitments,
36 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims

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1 arising out of such cancellation of commitment which shall be subject to written approval of
2 ADMINISTRATOR.

3 G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be
4 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
5

6 **XXVI. THIRD PARTY BENEFICIARY**

7 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
8 including, but not limited to, any subcontractors or any clients provided services hereunder.
9

10 **XXVII. WAIVER OF DEFAULT OR BREACH**

11 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
12 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
13 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
14 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
15 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 TELECARE CORPORATION

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10
11 COUNTY OF ORANGE

12
13
14 BY: _____ DATED: _____

15 CHAIR OF THE BOARD OF SUPERVISORS

16
17 SIGNED AND CERTIFIED THAT A COPY
18 OF THIS DOCUMENT HAS BEEN DELIVERED
19 TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
20 ATTEST:

21
22 _____ DATED: _____

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

26
27 APPROVED AS TO FORM
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA

30
31 BY: _____ DATED: _____

32 DEPUTY

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

EXHIBIT A
TO AGREEMENT WITH
TELECARE CORPORATION
FISCAL YEAR 2009-2010

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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
5 requirements set forth in the Quality Improvement and Program Compliance Reviewer Training
6 Verification Sheet Modified for Contract Monitor Contract Quality Assurance Staff.

7 G. Client or Consumer means an individual, referred by COUNTY or enrolled in
8 CONTRACTOR's program for services under this Agreement, who is suffering from a chronic mental
9 illness.

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

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

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

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

25 L. Engagement means the process by which a trusting relationship between worker and client(s) is
26 established with the goal to link the individual(s) to the appropriate services. Engagement of client(s) is
27 the objective of a successful outreach.

28 M. Full Service Partnership (FSP)

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

- 1 a. Crisis management;
- 2 b. Housing Services;
- 3 c. Twenty-four (24)-hour, seven (7) day a week intensive case management;
- 4 d. Community-based Wraparound around Recovery Services;
- 5 e. Vocational and Educational services;
- 6 f. Job Coaching/Developing;
- 7 g. Consumer employment;
- 8 h. Money management/Representative Payee support;
- 9 i. Flexible Fund account for immediate needs;
- 10 j. Transportation;
- 11 k. Illness education and self-management;
- 12 l. Medication Support;
- 13 m. Dual Diagnosis Services;
- 14 n. Linkage to financial benefits/entitlements;
- 15 o. Family and Peer Support; and
- 16 p. Supportive socialization and meaningful community roles.

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

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

31 N. FSP Program Director means an individual who has complete responsibility for the day to day
32 function of a Full Service Partnership. The Program Director is the highest level of decision making at
33 a local program level.

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

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

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

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

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

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

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

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

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

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

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

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

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

8 5. Dual Disorders (DD) Integrated Treatment Model means that the program uses a stage-wise
9 treatment model that is non-confrontational, follows behavioral principles, considers interactions
10 between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness
11 and substance abuse research has strongly indicated that to recover fully, a consumer with co-occurring
12 disorder needs treatment for both problems as focusing on one does not ensure the other will go away.
13 Dual diagnosis services integrate assistance for each condition, helping people recover from both in one
14 setting at the same time.

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

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

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

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

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

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

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

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

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

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

20 AD. Peer Recovery Specialist means an individual who has been through the same or similar
21 recovery process/experience as those he/she is now assisting to attain their recovery goals while getting
22 paid for this function by the FSP.

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

32 AF. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical
33 Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
34 Psychological Assistant, acquiring hours for licensing and waived in accordance with W&IC section
35 575.2. The waiver may not exceed five (5) years.

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

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

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

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

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

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

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

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

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

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1 AP. RX America means the Pharmaceutical Benefits Management (PBM) company that manages the
2 medication benefits that are given to Behavioral Health Services (BHS) & Medical & Institutional
3 Health Services (MIHS) clients that qualify for medication benefits.

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

6 AR. UMDAP means Universal Method of Determining Ability to Pay (set by the State of
7 California).

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

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

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II. BUDGET

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

	<u>Budget</u>	
ADMINISTRATIVE COST		
Indirect	\$ 511,801	<u>\$ 529,886</u>
Services and Supplies	5,197	<u>\$0</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 516,998	<u>\$ 529,886</u>
PROGRAM COST		
Salaries	\$1,742,466	<u>\$1,763,959</u>
Benefits	489,257	<u>495,409</u>
Services and Supplies	776,130	<u>863,243</u>
Subcontracts	442,325	<u>414,679</u>
SUBTOTAL PROGRAM COST	\$3,450,178	<u>\$3,537,290</u>
	<u>TOTAL COST</u>	<u>\$4,067,176</u>
REVENUE		
Federal Medi-Cal	\$ 400,000	<u>\$ 500,000</u>
Mental Health Services Act	<u>3,567,176</u>	
TOTAL REVENUE	\$3,967,176	<u>\$4,067,176</u>
TOTAL MAXIMUM OBLIGATION	\$3,967,176	<u>\$4,067,176</u>

B. CONTRACTOR shall make written application to ADMINISTRATOR, in advance, to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its clients. CONTRACTOR's application shall include a narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining impact of the shift as may be applicable to future years. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR prior to implementation by CONTRACTOR.

C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to this Agreement, CONTRACTOR may make written application to ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the

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

6 D. The parties agree that the above budget was established based on an average Medi-Cal client
 7 case load of approximately twenty percent (20%) to be maintained by CONTRACTOR.
 8 CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.
 9 COUNTY acknowledges that costs relating to pharmacy and lab services may increase as a result of an
 10 increase in average non-Medi-Cal population being served. COUNTY and CONTRACTOR shall
 11 monitor utilization of these services and COUNTY may increase CONTRACTOR's Maximum
 12 Obligation in accordance with this Agreement.

13 **III. PAYMENTS**

14
 15 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
 16 \$330,598 per month. for the period July 2009 through January 2010 and \$350,598 per month for the
 17 period February 2010 through June 2010 All payments are interim payments only and are subject to
 18 Final Settlement in accordance with the Cost Report paragraph of the Agreement for which
 19 CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include
 20 Indirect Administrative Costs, as identified in Paragraph II.A. of this Exhibit A; provided, however, the
 21 total of such payments does not exceed COUNTY's Total Maximum Obligation and, provided further,
 22 CONTRACTOR's costs are reimbursable pursuant to County, State and/or Federal regulations.
 23 ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the
 24 provisional amount specified above has not been fully paid.

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

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

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

1 the year-to-date actual cost incurred by CONTRACTOR.

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

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

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

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

14
15 **IV. SERVICES**

16 A. FACILITY - CONTRACTOR shall maintain one (1) facility which meets the minimum
17 requirements for Medi-Cal eligibility at the following location, or any other location approved, in
18 advance, in writing, by ADMINISTRATOR:

19 2569 Woodland Drive
20 Anaheim, California 92801

- 21 1. The facility shall include space to support the services identified within this Agreement.
22 2. The facility shall be open until at least 5:00 p.m. in adherence with the County of Orange
23 established schedule; provided, however, CONTRACTOR shall modify these hours of operation in
24 order to meet client needs. Additionally, CONTRACTOR agrees to provide access to its clients twenty-
25 four (24) hours per day, seven (7) days per week.

26 B. INDIVIDUALS TO BE SERVED – Seriously and persistently mentally ill adults, ages eighteen
27 (18) years or older. ADMINISTRATOR will serve as a principal gatekeeper to potential clients with
28 one or more of the following conditions:

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

33 C. FULL SERVICE PARTNERSHIP - CONTRACTOR's program shall include, but not be
34 limited to, the following services:

- 35 1. Crisis Intervention and Management Services: Emergency response services enabling the
36 client to cope with the crisis while maintaining his/her functioning status within the community and aim
37 at preventing further decompensation. This may include assessment for involuntary hospitalization.

1 This service must be available twenty-four (24) hours per day, seven (7) days per week.

2 2. Medication Support Services: Evaluate need for medication, clinical effectiveness, side
3 effects of medication and obtaining informed consent.

4 a. Medication education shall be provided including discussing risks, benefits and
5 alternatives with the clients or significant support persons.

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

9 3. Dual Diagnosis Services: Follows a program that uses a stage-wise treatment model that is
10 non-confrontational, follows behavioral principles, considers interactions between mental illness and
11 substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse research
12 has strongly indicated that to recover fully, a consumer with co-occurring disorder needs treatment for
13 both problems as focusing on one does not ensure the other will go away. Dual diagnosis services
14 integrate assistance for each condition, helping people recover from both in one setting at the same time.

15 4. Vocational and Educational Services: Clients will be encouraged to consider and to start
16 volunteer work, part-time work, supported employment or education. CONTRACTOR's staff shall
17 include a Vocational/Educational Specialist to assist enrolled members with these services.

18 a. Job Coaching/Developing: A Job Coach/Developer to assist clients in the job search,
19 resume development, interviewing practice and skills and exploration of various career options.

20 b. Educational Services: Clients may engage in a number of activities, such as
21 General Education Degree (GED) preparation, linkage to colleges, vocational training adult schools.
22 Peers may be used as teachers' aides to ease the anxiety of a new client returning to continue educational
23 goals.

24 5. Family and Peer Support Services:

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

29 b. Supportive Socialization and Meaningful Community Roles. Provide client directed
30 services that will assist clients in their recovery, self-sufficiency and in seeking meaningful life
31 activities and relationships.

32 6. Transportation Services: These services may include, but not be limited to: provision of
33 bus tickets; transportation to appointments deemed necessary for the client care; or transportation for
34 emergency psychiatric evaluation or treatment.

35 7. Money Management/Representative Payee Support Services: It is recommended that
36 CONTRACTOR provide Money Management training as well as bonded Representative Payee Services
37 for up to twenty (20) clients per year.

1 8. On-call Services: Clinicians must be available twenty-four (24) hours per day, seven (7)
2 days per week for intensive case management and crisis intervention for enrolled clients.

3 9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall designate a Benefits
4 Specialist to access financial benefits and/or entitlements, or other needed community services for
5 eligible individuals.

6 10. Housing Services: This service category includes linkage and placement services, which
7 involve the assessment, determination of need and securing of adequate and appropriate living
8 arrangements through a variety of supportive housing services in a safe secure environment that is
9 appropriate for the client population. Strategies may vary and options such as transitional or respite
10 housing may be indicated in the initial stages, whereas permanent supportive housing or independent
11 housing is the long-term goal. Temporary housing, such as a motel or other temporary shelter, is not
12 required during the initial assessment phase of a client (pre-enrollment) and utilization of this type of
13 housing during the assessment phase should be on a case by case basis. If it is determined that
14 temporary housing is needed, CONTRACTOR should use their best judgment to meet the client's
15 needs. CONTRACTOR shall notify ADMINISTRATOR the next business day of such occurrences. All
16 Housing options provided by a Full Service Partnership Program must meet minimal requirements set
17 by the County of Orange MHSA Coordination Office and outlined in the Policy Manual for Adult and
18 Older Adult FSP Programs. CONTRACTOR's staff shall include a Housing Specialist to provide
19 housing services to all enrolled members. Housing services may include:

20 a. Emergency Housing - Immediate shelter for critical access for individuals who are
21 homeless or have no other immediate housing options available. Emergency housing is a time-limited
22 event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency
23 housing is not required during the initial assessment phase of a client (pre-enrollment) unless approved
24 in advance by ADMINISTRATOR.

25 b. Motel Housing - For those who may be unwilling or are inappropriate for a shelter, or
26 when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and
27 shall only be utilized as a last resort until a more appropriate housing arrangement can be secured.
28 Motel housing is not required during the initial assessment phase of a client (pre-enrollment) unless
29 approved in advance by ADMINISTRATOR. Pre-purchase of motel rooms shall be in accordance with
30 CONTRACTOR's policies and procedures, as identified in subparagraph IV.E.4. below.

31 c. Transitional Housing - For individuals who will benefit from an intermediate step
32 between shelter and permanent housing. Transitional housing is generally time-limited, up to 18
33 months, and provides structures and programming in the context of housing such as Board and Care or
34 Room and Board. Providers may look into housing options such as master leasing.

35 d. Permanent Housing - Allows residents to have their own unit or bedroom.
36 Residential Treatment Program and sober living as a housing option must be available for consideration
37 when appropriate to provide the member with the highest probability of success towards recovery.

1 11. Peer-Run Center - CONTRACTOR shall operate a Peer-run Center. This center will be
2 located at the program site and will provide an opportunity for clients to develop organizational, social
3 and leadership skills as they design a program that meets consumer needs. All activities and groups
4 offered are designed and run by clients enrolled in CONTRACTOR's FSP. CONTRACTOR shall offer
5 a variety of groups based on client interest and need and may include, but not be limited to: Men's &
6 Women's Groups, Relapse Prevention, Dual Recovery, AA/NA, Life & Skills Building, Speaker
7 Meetings etc.

8 12. CAMINAR Data Analyst/Outcome Specialist Responsibilities - Each FSP shall have an
9 identified individual who shall:

- 10 a. Review the CAMINAR database for accuracy and to ensure that each field is
11 completed;
- 12 b. Develop processes to ensure that all required data forms are completed and updated
13 when appropriate;
- 14 c. Review CAMINAR reports to identify trends, gaps and quality of care;
- 15 d. Submit monthly CAMINAR reports to ADMINISTRATOR by the tenth (10th) of
16 every month for review and return within two (2) weeks with identified corrections; and
- 17 e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is
18 correct;

19 13. Clinical/Supervisor/QI Responsibilities - Each FSP shall have an identified individual who
20 shall:

- 21 a. Complete one hundred percent (100%) audits of client charts regarding clinical
22 documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart
23 compliance;
- 24 b. Provide clinic direction and training to PSCs on encounter documents and treatment
25 plans;
- 26 c. Become a certified reviewer by the COUNTY's Quality Improvement and Program
27 Compliance (QIPC) unit;
- 28 d. Oversee all aspects of the clinical services of the recovery program;
- 29 e. Coordinate with in-house clinicians, medical director and/or nurse regarding client
30 treatment issues, professional consultations, or medication evaluations;
- 31 f. Review and approve all quarterly logs submitted to COUNTY, i.e., medication
32 monitoring, second opinion and request for change of provider; and
- 33 g. Participate in program development and interact with other staff regarding difficult
34 cases and psychiatric emergencies.

35 14. All staff are responsible for their assigned job duties with Clinical Supervisor and Program
36 Director having ultimate responsibility.

37 15. CONTRACTOR shall attend:

- 1 a. Case conferences, as requested by County staff to address any aspect of clinical care;
- 2 b. Monthly COUNTY staff meetings with AMHS Program staff and Contract
- 3 Administrator to discuss contractual and other issues related to, but not limited to compliance with
- 4 policies and procedures, statistics and clinical services;
- 5 c. Clinical staff training for individuals by COUNTY representatives. Such training shall
- 6 be conducted by CONTRACTOR and/or COUNTY administrative staff; and
- 7 d. Quarterly QIC meetings.

8 16. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to

9 conduct research activity on COUNTY clients without obtaining prior written authorization from

10 ADMINISTRATOR.

11 17. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding

12 sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY

13 under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder

14 shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or

15 sectarian institution, or religious belief.

16 18. CONTRACTOR shall conduct Supervisory Review at sixty (60) calendar day and six (6)

17 month intervals, in accordance with procedures developed by COUNTY. CONTRACTOR shall ensure

18 that all chart documentation complies with all Federal, State and local guidelines and standards.

19 CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

20 19. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All

21 statistical data used to monitor CONTRACTOR will be compiled using only COUNTY IRIS reports, if

22 available, and if applicable.

23 D. FLEXIBLE FUNDS

24 1. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and

25 appropriate for the treatment of client's mental illness and overall quality of life.

26 2. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form

27 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with

28 CONTRACTOR's monthly Expenditure and Revenue Report.

29 3. CONTRACTOR shall develop a Policy and Procedure, or revise an existing Policy and

30 Procedure, regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20)

31 calendar days from the start of this Agreement. ADMINISTRATOR and CONTRACTOR shall finalize

32 and approve the Policy and Procedure, in writing, no later than thirty (30) days from the start of this

33 Agreement. If the Flexible Funds Policy and Procedure has not been approved after thirty (30) days

34 from the start of this Agreement, any subsequent Flexible Funds expenditures may be disallowed by

35 ADMINISTRATOR.

36 4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the

37 approved Flexible Funds Policy and Procedure (P&P). CONTRACTOR will provide signature

1 confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible
2 Funds for a client.

3 5. CONTRACTOR shall ensure the Flexible Funds Policy and Procedure will include, but not
4 be limited to:

5 a. Purpose for which Flexible Funds are to be utilized. This shall include a description of
6 what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible
7 Funds shall be individualized according to client's needs. Include a sample listing of certain
8 expenditures that are allowable, unallowable, or require discussion with COUNTY Program staff and/or
9 Contract Administrator;

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

13 c. Identification of the process for documenting and accounting for all Flexible Funds
14 expenditures, which shall include, but not be limited to, retention of comprehensible source
15 documentation such as receipts, copy of client's lease/rental agreements, general ledgers needs
16 documented in client's master treatment plans;

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

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

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

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

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

37 i. Statement indicating that Flexible Funds are not to be used for housing for clients that

1 have not been enrolled in CONTRACTOR's program, unless approved in advance and in writing, by
2 ADMINISTRATOR;

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

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

8 l. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend
9 any of the requirements described in this Flexible Funds paragraph.

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

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

16 2. CONTRACTOR shall track the number of days clients are hospitalized and work to reduce
17 them through services provided in this Agreement.

18 3. CONTRACTOR shall track the number of days clients are incarcerated and work to reduce
19 them through services provided in this Agreement.

20 4. CONTRACTOR shall track the number of days clients are homeless and living on the
21 streets and work to reduce them through services provided in this Agreement.

22 5. CONTRACTOR shall track the number of clients gainfully employed and work to increase
23 them through services provided in this Agreement.

24 F. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens
25 for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

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

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

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

32 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
33 conditions:

34 a. Token of each staff member who no longer supports this Agreement;

35 b. Token of each staff member who no longer requires access to the HCA IRIS;

36 c. Token of each staff member who leaves employment of CONTRACTOR; or

37 d. Token is malfunctioning.

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

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

5 G. NATIONAL PROVIDER IDENTIFIER (NPI) - The standard unique health identifier adopted
6 by the Secretary of Health and Human Services under Health Insurance Portability and Accountability
7 Act (HIPAA) of 1996 for health care providers.

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

10 2. CONTRACTOR, including each employee that provides services under this Agreement,
11 shall obtain a National Provider Identifier (NPI) upon commencement of this Agreement or prior to
12 providing services under this Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a
13 form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

14 H. NOTICE OF PRIVACY PRACTICES (NPP) - CONTRACTOR shall provide the NPP for the
15 County of Orange, as the Mental Health Plan, at the time of the first service provided under this
16 Agreement to individuals who are covered by Medi-Cal and have not previously received services at a
17 County operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the County of
18 Orange, as the Mental Health Plan, to any individual who received services under this Agreement.

19 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
20 subparagraph IV. above.

21 **V. STAFFING**

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

	<u>FTEs</u>
26 Regional Director	0.25
27 Clinical Administrator	1.00
28 Clinical Director	1.00
29 Team Leader	3.00
30 Residential Coordinator (Diamond)	1.00
31 PCS II (Diamond)	1.00
32 Personal Services Coordinator II	6.00
33 Personal Services Coordinator II (WRC)	1.00
34 Personal Services Coordinator I (Life Coach)	7.00
35 Personal Services Coordinator I (WRC)	0.50
36 Registered Nurse	1.00

1	LVN/LPT	4.00
2	Alcohol/Drug Specialist	1.00
3	Vocational Specialist/Job Developer	1.00
4	Housing Specialist	1.00
5	QI/Training Officer	1.00
6	Business Office Manager	1.00
7	Employee Relations Manager	0.50
8	Administrative Assistant	2.00
9	Finance Support Tech	1.00
10	Medical Records Clerk	1.00
11	Data Specialist	1.00
12	Billing Specialist	1.00
13	Driver	<u>1.00</u>
14	SUBTOTAL PROGRAM	39.25
15		
16	SUBCONTRACTOR	
17	Psychiatrist	1.60
18		
19	TOTAL FTEs	40.85

20 //

21 B. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns
22 and members of the Board of Directors which shall include, but not be limited to, standards related to
23 the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and
24 conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the
25 Board of Directors, employees, volunteers and interns shall agree in writing to maintain the standards
26 set forth in the Code of Conduct. A copy of the Code of Conduct shall be provided to each client upon
27 admission and shall be posted in writing in a prominent place.

28 C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
29 languages as determined by COUNTY. Whenever possible, bilingual/bicultural therapists should be
30 retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the
31 clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff
32 unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff.
33 Salary savings resulting from such vacant positions may not be used to cover costs other than salaries
34 and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

35 D CONTRACTOR shall make its best effort to provide services pursuant to this Agreement in a
36 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
37 shall maintain documents of such efforts which may include; but not be limited to: records of

1 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
2 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
3 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically
4 challenged.

5 E. WORKLOAD STANDARDS

6 1. One (1) Direct Service Hour (DSH) shall be equal to sixty (60) minutes of direct client
7 service.

8 2. The CONTRACTOR shall provide an average of one hundred (100) DSHs per month per
9 FTE, or one thousand two hundred (1,200) DSHs per year per FTE, or as agreed upon productivity
10 levels of direct clinician time which shall include mental health, case management, crisis intervention
11 and medication support services which are inclusive of both billable and non-billable services.

12 3. CONTRACTOR shall, during the term of this Agreement, provide a minimum of twenty-
13 nine thousand two hundred eight (29,208) direct service hours for client related services, with a
14 minimum of seven thousand nine hundred twenty (7,920) hours of medication support services and
15 twenty one thousand two hundred eighty-eight (21,288) hours of other mental health, case management
16 and/or crisis intervention services as outlined below.

17 4. CONTRACTOR shall maintain an active and ongoing caseload of two hundred twenty
18 (220) clients throughout the term of this Agreement. CONTRACTOR understands and agrees that this
19 is a minimum requirement and shall make every effort to exceed this minimum.

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21 F. Staffing levels and qualifications shall meet the requirements as stated in California Code of
22 Regulations Title 9, Chapter 11; Title 9, Division 4, Chapter 5; and/or the State of California, Health
23 and Human Services Agency's Department of Alcohol and Drug Program, Alcohol and/or Other Drug
24 Certifications Standards for Outpatient Services, as appropriate to the services being provided. A
25 sufficient number of clinical staff shall be licensed in order to meet all State requirements. COUNTY
26 shall not reimburse CONTRACTOR for services provided by clinical staff who do not meet these
27 requirements.

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

33 H. A limited number of clinical staff shall be qualified and designated by COUNTY to perform
34 evaluations pursuant to Section 5150, Welfare and Institutions Code.

35 I. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
36 approval of ADMINISTRATOR.

37 1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each

1 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours
2 of treatment for student interns providing substance abuse services. CONTRACTOR shall provide
3 supervision to volunteers as specified in the respective job descriptions or work contracts.

4 2. An intern is an individual enrolled in an accredited graduate program accumulating
5 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
6 Acceptable graduate programs include all programs that assist the student in meeting the educational
7 requirements in becoming a Marriage and Family Therapist, a Licensed Clinical Social Worker, or a
8 licensed Clinical Psychologist.

9 3. Student intern services shall not comprise more than twenty percent (20%) of total services
10 provided.

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

15 K. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to
16 adjust the staffing requirements described in this paragraph. CONTRACTOR shall notify
17 ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies that occur
18 during the term of this Agreement.

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21 **VI. REPORTS**

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

25 **B. FISCAL**

26 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
27 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
28 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
29 in the Services paragraph of Exhibit A to this Agreement. Such reports shall also include Direct Service
30 Hours (DSH) and number of clients by program. The reports shall be received by ADMINISTRATOR
31 no later than the 20th day following the end of the month being reported. CONTRACTOR must request
32 in writing any extensions to the due date of the monthly required reports. Approvals from the
33 ADMINISTRATOR will not exceed more than five (5) calendar days.

34 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
35 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
36 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
37 paragraph of Exhibit A to this Agreement. Such reports shall include actual monthly costs and revenue

1 to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection
2 Reports shall be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

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

10 D. PROGRAMMATIC - Throughout the term of this Agreement, CONTRACTOR shall submit
11 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
12 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
13 reports shall include a description of CONTRACTOR's progress in implementing the provisions of this
14 Agreement, report of placement and movement of clients along the continuum of services using
15 guidelines for monthly report of the number of 5150 participants, voluntary and involuntary
16 hospitalizations, special incidences, vocational programs, educational programs, direct service hours by
17 staff, chart compliance, number of contacts per member, number of referrals and clients discharged from
18 the program, in addition to any pertinent facts or interim findings, staff changes, status of licenses
19 and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR
20 shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement,
21 and if not, shall specify what steps will be taken to achieve satisfactory progress. CONTRACTOR will
22 submit to ADMINISTRATOR, Department of Mental Health (DMH) outcomes in real time as well as
23 quarterly data certifications.

24 E. DATA CERTIFICATION

25 1. CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered
26 into the CAMINAR data collection system and submitted to the County of Orange detailing the
27 Partnership Assessment Form (PAF), Quarterly Assessment (3M's), Key Event Tracking (KET) data
28 and complete client database must be certified with the submission of their monthly data.

29 2. CONTRACTOR shall ensure that all staff is knowledgeable of the data reports available
30 from the CAMINAR program and how to utilize them to ensure accuracy of the data.

31 3. CONTRACTOR is required to review the dataset and certify its accuracy on a Certification
32 of Accuracy of Data form. It is recommended that the review of the "Domain Status Changes" process
33 be part of CONTRACTOR's supervisory weekly staff meeting.

34 4. In the event there are inaccuracies in the data, they must be corrected immediately.
35 CONTRACTOR shall inform the Orange County Adult and Older Adult FSP Coordination Office of the
36 inaccuracies they have identified and corrected, and if the data was already sent to the County. If
37 corrections were made after the original submission date a revised Certification of Accuracy of Data

1 form is required.

2 5. CONTRACTOR shall ensure that Data Certification is completed by the 10th of each month
3 for the data covering the previous month. A completed Certification of Accuracy of Data form must be
4 faxed then mailed to the Orange County Adult and Older Adult FSP Coordination Office.

5 6. CONTRACTOR shall develop a Policy and Procedure, or revise an existing Policy and
6 Procedure, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20)
7 calendar days from the start of this Agreement. ADMINISTRATOR and CONTRACTOR shall finalize
8 and approve the Policy and Procedure, in writing, no later than thirty (30) calendar days from the start of
9 this Agreement. If the Data Certification Policy and Procedure has not been approved after thirty (30)
10 days from the start of this Agreement, the Certification of Accuracy of Data form cannot be submitted
11 to, or accepted by COUNTY, and CONTRACTOR may be deemed out of compliance with the terms
12 and conditions of this Agreement.

13 7. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the
14 Data Certification Policy and Procedure (P&P). CONTRACTOR will provide signature confirmation of
15 the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes
16 CAMINAR data.

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

21 G. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions or issues
22 that adversely affect the quality or accessibility of client-related services provided by, or under contract
23 with, the COUNTY.

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