

CONTENTS

1		
2		
3	<u>PARAGRAPH</u>	<u>PAGE</u>
4	Title Page	1
5	Contents	2
6	Referenced Contract Provisions.....	3
7	I. Alteration of Terms	5
8	II. Assignment of Debts	5
9	III. Compliance	5
10	IV. Confidentiality	8
11	V. Cost Report	9
12	VI. Delegation, Assignment and Subcontracts	11
13	VII. Employee Eligibility Verification	11
14	VIII. Equipment.....	11
15	IX. Facilities, Payments and Services	12
16	X. Indemnification and Insurance	13
17	XI. Inspections and Audits	14
18	XII. Licenses and Laws.....	15
19	XIII. Literature and Advertisements	17
20	XIV. Maximum Obligation	17
21	XV. Nondiscrimination	17
22	XVI. Notices	19
23	XVII. Notification of Death.....	20
24	XVIII. Notification of Public Events and Meetings	20
25	XIX. Records Management and Maintenance	21
26	XX. Revenue	22
27	XXI. Severability	23
28	XXII. Special Provisions	23
29	XXIII. Status of Contractor.....	24
30	XXIV. Term.....	24
31	XXV. Termination	24
32	XXVI. Third Party Beneficiary	26
33	XXVII. Waiver of Default or Breach	26
34	Signature Page	27
35	//	
36	//	
37	//	

CONTENTS

1			
2			
3		<u>EXHIBIT A</u>	<u>PAGE</u>
4		I. Definitions	1
5		II. Budget.....	10
6		III. Payments.....	12
7		IV. Services.....	13
8		V. Collaboration Requirements	13
9		VI. Staffing	19
10		VII. Reports.....	22
11		VIII. Responsibilities.....	24
12	//		
13	//		
14	//		
15	//		
16	//		
17	//		
18	//		
19	//		
20	//		
21	//		
22	//		
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25	//		
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REFERENCED CONTRACT PROVISIONS

Term: February 1, 2011 through June 30, 2012

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

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

Maximum Obligation:	Period One Maximum Obligation:	\$1,188,364
	Period Two Maximum Obligation:	<u>\$2,318,993</u>
	TOTAL CONTRACT MAXIMUM OBLIGATION:	\$3,507,357

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

I. ALTERATION OF TERMS

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

II. ASSIGNMENT OF DEBTS

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

III. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

30 D. REIMBURSEMENT STANDARDS

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

37 //

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

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

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

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

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

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

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

17
18 **IV. CONFIDENTIALITY**

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

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

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

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

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

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

4
5 **V. COST REPORT**

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

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

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

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

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

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

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

36 //

37 //

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

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

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

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

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

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

37 //

VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

VII. EMPLOYEE ELIGIBILITY VERIFICATION

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

VIII. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as moveable property of a relatively permanent nature with significant value. Equipment which costs \$5,000 or over, including sales taxes, freight charges and other taxes are considered Fixed Assets.

1 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are
2 considered Minor Equipment or Controlled Assets. The cost of Equipment purchased, in whole or in
3 part, with funds paid pursuant to this Agreement shall be depreciated according to generally accepted
4 accounting principles.

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

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

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

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

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

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

33
34 **IX. FACILITIES, PAYMENTS AND SERVICES**

35 CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies, and
36 reports in accordance with Exhibit A to this Agreement. COUNTY shall compensate, and authorize,
37 when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this

1 Agreement with at least the minimum number and type of staff which meet applicable federal and state
2 requirements, and which are necessary for the provision of the services hereunder.

3
4 **X. INDEMNIFICATION AND INSURANCE**

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

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

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

27 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is self-
28 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of
29 insurance covering its operations placed with reputable insurance companies in amounts as specified on
30 Page 4 of this Agreement. Upon request by ADMINISTRATOR, CONTRACTOR shall provide
31 evidence of such insurance.

32 E. All insurance policies except Workers' Compensation and Employer's Liability, shall contain
33 the following clauses:

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

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

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

4 F. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be
5 mailed to COUNTY as referenced on Page 4 of this Agreement.

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

10
11 **XI. INSPECTIONS AND AUDITS**

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

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

25 **C. AUDIT RESPONSE**

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

31 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
32 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
33 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
34 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
35 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
36 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
37 reimbursement due COUNTY.

1 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare and file
2 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures
3 during the term of this Agreement.

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

8
9 **XII. LICENSES AND LAWS**

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

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

- 21 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
- 22 2. State of California Health and Safety Code, Sections 1250 et seq.;
- 23 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
24 Abuse Reporting;
- 25 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
- 26 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
- 27 6. United States Code (U.S.C.A.) Title 42;
- 28 7. Federal Social Security Act, Title XVIII and Title XIX;
- 29 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.);
- 30 9. The Clean Air Act (42 U.S.C.A. Section 114 and Section 1857, et seq.);
- 31 10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and
32 Sections 1251 et seq.);
- 33 11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
- 34 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
- 35 13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
- 36 14. Federal Medicare Cost reimbursement principles and cost reporting standards;
- 37 15. Orange County Medi-Cal Mental Health Managed Care Plan;

1 16. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
2 Management.

3 17. Health Insurance Portability and Accountability Act (HIPAA), as it may exist now, or be
4 hereafter amended, and if applicable.

5 18. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A122, and A-133.

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

11 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

12 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
13 of the award of this Agreement:

14 a. In the case of an individual contractor, his/her name, date of birth, social security
15 number, and residence address;

16 b. In the case of a contractor doing business in a form other than as an individual, the
17 name, date of birth, social security number, and residence address of each individual who owns an
18 interest of ten percent (10%) or more in the contracting entity;

19 c. A certification that CONTRACTOR has fully complied with all applicable federal and
20 state reporting requirements regarding its employees;

21 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
22 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

23 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
24 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
25 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
26 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
27 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
28 grounds for termination of this Agreement.

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

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XIII. LITERATURE AND ADVERTISEMENTS

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

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

XIV. MAXIMUM OBLIGATION

The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is as specified on Page 4 of this Agreement.

XV. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17
18 **XVI. NOTICES**

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

- 21 1. When written and deposited in the United States mail, first class postage prepaid and
22 addressed as specified on Page 4 of this Agreement or as otherwise directed by ADMINISTRATOR;
23 2. When faxed, transmission confirmed;
24 3. When sent by electronic mail; or
25 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
26 Service, or other expedited delivery service.

27 B. Termination Notices shall be addressed as specified on Page 4 of this Agreement or as
28 otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or
29 when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
30 expedited delivery service.

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

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

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

3
4 **XVII. NOTIFICATION OF DEATH**

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

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

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

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

16 **B. TERMINAL ILLNESS DEATH**

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

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

26
27 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

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XIX. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or

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1 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
2 and email or facsimile.

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

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

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

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

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

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

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

23
24 **XX. REVENUE**

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

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

34 C. PROCEDURES - CONTRACTOR shall maintain internal financial controls which adequately
35 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide
36 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR
37 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which

1 are billed, collected, transferred to a collection agency or deemed by CONTRACTOR to be
2 uncollectible.

3
4 **XXI. SEVERABILITY**

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

10
11 **XXII. SPECIAL PROVISIONS**

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

- 14 1. Making cash payments to intended recipients of services through this Agreement.
15 2. Lobbying any governmental agency or official or making political contributions.

16 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to
17 Title 31, U.S.C.A, Section 1352 (e.g., limitation on use of appropriated funds to influence certain federal
18 contracting and financial transactions).

- 19 3. Supplanting current funding for existing services.
20 4. Fundraising.
21 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
22 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

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

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

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

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

33 1. Purchasing or improving land, including constructing or permanently improving any
34 building or facility, except for tenant improvements.

35 2. Providing inpatient hospital services or purchasing major medical equipment.

36 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
37 funds (matching).

- 1 4. Funding travel or training (excluding mileage or parking).
- 2 5. Making phone calls outside of the local area unless documented to be directly for the
- 3 purpose of client care.
- 4 6. Payment for grant writing, consultants, certified public accounting, or legal services.
- 5 7. Purchase of artwork or other items that are for decorative purposes and do not directly
- 6 contribute to the quality of services to be provided pursuant to this Agreement.

7
8 **XXIII. STATUS OF CONTRACTOR**

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

20
21 **XXIV. TERM**

22 The term of this Agreement shall commence and terminate as specified on Page 4 of this
23 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,
24 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
25 including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting
26 and accounting.

27
28 **XXV. TERMINATION**

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

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

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

- 37 1. The loss by CONTRACTOR of legal capacity.

1 2. Cessation of services.

2 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
3 another entity without the prior written consent of COUNTY.

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

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

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

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

14 D. CONTINGENT FUNDING

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

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

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

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

22 E. In the event this Agreement is terminated prior to the completion of the term as specified on
23 Page 4 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
24 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

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

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

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

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

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

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

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

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

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

11
12 **XXVI. THIRD PARTY BENEFICIARY**

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

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

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

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

3
4 TELECARE CORPORATION

5
6 BY:  

DATED: 1/10/10

7
8 TITLE: VP & CFO

9
10
11 COUNTY OF ORANGE

12
13
14 BY: _____
15 CHAIR OF THE BOARD OF SUPERVISORS

DATED: _____

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

DATED: _____

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

30
31 BY: 
32 DEPUTY

DATED: 1/5/10
MS

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.

1 EXHIBIT A
2 TO AGREEMENT WITH
3 TELECARE CORPORATION
4 FEBRUARY 1, 2011 THROUGH JUNE 30, 2012
5

6 **I. DEFINITIONS**

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

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

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

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

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

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

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

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

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

37 //

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

3 E. Care Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention and
4 case management services to those clients who seek services in the County operated outpatient
5 programs.

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

12 G. Centralized Assessment Team (CAT) means a team of clinicians who provide mobile response,
13 including mental health evaluations/assessment, for those experiencing a mental health crisis, on a
14 twenty-four hours per day, seven days per week basis. Their primary goal is to provide diversion away
15 from hospitalization as well as providing referrals and follow-up to assist linkage to mental health
16 services.

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

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

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

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

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

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

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1 N. Engagement means the process by which a trusting relationship between worker and client(s) is
2 established with the goal to link the individual(s) to the appropriate services. Engagement of client(s) is
3 the objective of a successful outreach.

4 O. Face-to-Face means an encounter between client and provider where they are both physically
5 present.

6 P. Full Service Partnership (FSP)

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

- 16 a. Crisis management;
- 17 b. Housing services;
- 18 c. Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- 19 d. Community-based Wraparound Recovery Services;
- 20 e. Vocational and Educational services;
- 21 f. Job Coaching/Developing;
- 22 g. Consumer employment;
- 23 h. Money management/Representative Payee support;
- 24 i. Flexible Fund account for immediate needs;
- 25 j. Transportation;
- 26 k. Illness education and self-management;
- 27 l. Medication support;
- 28 m. Dual Diagnosis services;
- 29 n. Linkage to financial benefits/entitlements;
- 30 o. Family and Peer support; and
- 31 p. Supportive socialization and meaningful community roles.

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

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

9 Q. Housing Specialist means a specialized position dedicated to developing the full array of
10 housing options for their program and monitoring their suitability for the population served in
11 accordance with the minimal housing standards policy set by the County of Orange for their program.
12 This individual is also responsible for assisting consumers with applications to low income housing,
13 housing subsidies, senior housing, etc.

14 R. Institutes for Mental Diseases (IMD) provide locked, skilled nursing facility care and
15 supervision for adults 18-65 years of age, who require extended treatment following an acute psychiatric
16 hospitalization; allowing clients an opportunity to stabilize and prepare for community discharge. All
17 clients must be conserved under the Lanterman-Petris-Short Act (LPS). The initial meeting between a
18 potential client and COUNTY and/or CONTRACTOR’s staff which includes an evaluation to determine
19 if the client meets program criteria and is willing to seek services, may occur an IMD.

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

25 T. Intake means the initial meeting between a client and CONTRACTOR’s staff and includes an
26 evaluation to determine if the client meets program criteria and is willing to seek services.

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

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

36 W. Lanterman-Petris Short (LPS) refers to an Act that went into effect July 1, 1972 in California.
37 The Act in effect ended all hospital commitments by the judiciary system, except in the case of criminal

1 sentencing (e.g. convicted sexual offenders) and those who were "gravely disabled" defined as unable to
2 obtain food, clothing, or housing. It expanded the evaluative power of psychiatrists and created
3 provisions and criteria for holds.

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

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

9 Z. Mental Health Rehabilitation Center (MHRC) provides rehabilitation and activity program
10 services as specified in the MHRC regulations Title 9, 782.34. It is designed to assist clients, considered
11 seriously disabled due to a mental illness, to develop skills to become self-sufficient and capable of
12 increasing levels of independent functioning in the community. The program offered at a MHRC is
13 based upon a therapeutic milieu with a primary rehabilitation focus, and a behavioral modification
14 program to treat the severe, persistent, and chronic mental health symptoms of clients. The program
15 services at a MHRC include psychiatric and psychological services, learning disability assessment and
16 educational services, pre-vocational and vocational counseling, development of independent living
17 skills, self-help and social skills, and community outreach to develop linkages with other support and
18 service systems, including family members.

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

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

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

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

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

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

35 5. Dual Disorders (DD) Integrated Treatment Model means that the program uses a stage-wise
36 treatment model that is non-confrontational, follows behavioral principles, considers interactions
37 between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness

1 and substance abuse research has strongly indicated that to recover fully, a consumer with co-occurring
2 disorder needs treatment for both problems as focusing on one does not ensure the other will go away.
3 Dual diagnosis services integrate assistance for each condition, helping people recover from both in one
4 setting at the same time.

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

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

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

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

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

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

30 AE. Milestones of Recovery Scale (MORS) is a recovery scale that Orange County will be using for
31 the Adult mental health programs in Orange County. The scale will provide the means of assigning
32 consumers to their appropriate level of care and replace the diagnostic and acuity of illness-based tools
33 being used today. MORS is ideally suited to serve as a recovery-based tool for identifying the level of
34 service needed by participating members. The scale will be used to create a map of the system by
35 determining which milestone(s) or level of recovery (based on the MORS) are the target groups for
36 different programs across the continuum of programs and services offered by Orange County Behavioral
37 Health.

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

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

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

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

17 AJ. Peer Recovery Specialist/Counselor means an individual who has been through the same or
18 similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid
19 for this function—by the program. A peer recovery specialist practice is informed by his/her own
20 experience.

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

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

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

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

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

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

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

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

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

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

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

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

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1 AW. Pharmacy Benefits Manager means the Pharmaceutical Benefits Management (PBM) Company
2 that manages the medication benefits that are given to Behavioral Health Services (BHS) and Medical
3 and Institutional Health Services (MIHS) clients that qualify for medication benefits.

4 AX. Supportive Housing Personal Services Coordinator (PSC) means a person who provides
5 services in a supportive housing structure. This person will coordinate activities which will include, but
6 not be limited to: independent living skills, social activities, supporting communal living, assisting
7 residents with conflict resolution, advocacy, and linking clients with the assigned PSC for clinical
8 issues. Supportive Housing PSC will consult with the multidisciplinary team of clients assigned by the
9 program. The PSC's will be active in supporting and implementing a full service partnership philosophy
10 and its individualized, strengths-based, culturally appropriate, and client-centered approach.

11 AY. Supervisory Review means ongoing clinical case reviews in accordance with procedures
12 developed by County, to determine the appropriateness of diagnosis and treatment and to monitor
13 compliance to the minimum Adult Mental Health Services (AMHS) and Medi-Cal charting standards.
14 Supervisory review is conducted by the program/clinic director or designee.

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

17 BA. UMDAP means Universal Method of Determining Ability to Pay (set by the State of
18 California).

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

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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 budget, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	<u>Period One</u>	<u>Period Two</u>	<u>Total Budget</u>
ADMINISTRATIVE COST			
Indirect Costs	\$ 121,076	\$ 302,477	\$ 423,553
SUBTOTAL ADMINISTRATIVE COST	\$ 121,076	\$ 302,477	\$ 423,553
PROGRAM COST			
Salaries	\$ 370,813	\$1,002,161	\$1,372,974
Benefits	123,180	347,487	470,667
Services and Supplies	192,702	305,429	498,131
Flexible Funds	48,225	144,675	192,900
Subcontractor	<u>72,255</u>	<u>216,764</u>	<u>289,019</u>
SUBTOTAL PROGRAM COST	\$ 807,175	\$2,016,516	\$2,823,691
START- UP COST	\$ 260,113	\$ 0	\$ 260,113
TOTAL COST	\$1,188,364	\$2,318,993	\$3,507,357
REVENUE			
Federal Medi-Cal	\$ 53,884	\$ 231,899	\$ 285,783
Mental Health Services Act	<u>1,134,480</u>	<u>2,087,094</u>	<u>3,221,574</u>
TOTAL REVENUE	\$1,188,364	\$2,318,993	\$3,507,357
TOTAL MAXIMUM OBLIGATION	\$1,188,364	\$2,318,993	\$3,507,357

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Paragraph II.A. of Exhibit A to this Agreement includes Indirect Costs set at fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

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

9 D. The parties agree that the above budget reflects an average Medi-Cal client caseload of
10 approximately seven percent (7%) for Period One and twenty percent (20%) for Period Two to be
11 maintained by CONTRACTOR. It is anticipated that the actual Medi-Cal generation will be
12 significantly higher in Period Two. CONTRACTOR agrees to accept COUNTY referrals that may
13 result in an increase in this average.

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

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

33 G. WORK COST PAY BACK (Start Up Funds) - If prior to July 1, 2012, CONTRACTOR or
34 COUNTY elects to terminate the contract under the provisions of Section XXV, A, B or C, then
35 CONTRACTOR shall pay COUNTY liquidated damages for the unreceived benefit of the Work Cost
36 paid by COUNTY. CONTRACTOR shall reimburse COUNTY an amount herein referred to as the
37 "Work Cost Pay Back" calculated in accordance with the formula below:

\$15,301 X (17-S)

S = the interval, in months, between February 1, 2011 and the date
CONTRACTOR ceases to provide services

For example:

If services cease December 31, 2011, the CONTRACTOR shall pay COUNTY

$\$15,301 \times (17-11) = \$91,806$

1. The Work Cost Pay Back shall be due and payable immediately upon cessation of services; provided however, the CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to a date, not to exceed three (3) months following cessation of services by which CONTRACTOR shall have reimbursed COUNTY the full amount of the Work Cost Pay Back. COUNTY may, in addition to any other remedies, deduct the Work Cost Pay Back from any amount COUNTY owes CONTRACTOR under any other Agreement between COUNTY and CONTRACTOR.

2. Notwithstanding anything else in this section, CONTRACTOR will not be subject to the Work Cost Pay Back under any delay or failure in performance under the Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, vandalism, strikes or any similar or dissimilar cause beyond the reasonable control of either party. However, CONTRACTOR shall make good faith efforts to perform under this Agreement in the event of any such circumstance.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify subparagraph II. above.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$237,673 per month for period one and the provisional amount of \$193,250 per month for period two. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder provided, however, the total of such payments does not exceed COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs are reimbursable pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid.

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

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may

1 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
2 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred
3 by CONTRACTOR.

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

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

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

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

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

21
22 **IV. SERVICES**

23 A. FACILITY - CONTRACTOR shall maintain a facility which meets the minimum requirements
24 for Medi-Cal and Medicare eligibility for the provisions of Full Service Partnership Services for Adults
25 for exclusive use by COUNTY at the following location, or any other location approved, in advance, in
26 writing, by ADMINISTRATOR:

27
28 2100 Broadway
29 Santa Ana, CA 92706
30

31 1. The facility shall include space to support the services identified within this Agreement.

32 2. The facility shall be open until at least 5:00 p.m. in adherence with the County of Orange
33 established schedule; provided, however, CONTRACTOR shall modify these hours of operation in
34 order to meet client needs. Additionally, CONTRACTOR agrees to provide access to its clients twenty-
35 four (24) hours per day, seven (7) days per week.

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1 B. INDIVIDUALS TO BE SERVED - The Adult Mental Health Enhanced Recovery Full Service
2 Partnership (FSP) program provider shall provide services to consumers from two distinct populations and
3 referral sources. ADMINISTRATOR will serve as a principal gatekeeper to potential clients with one or
4 more of the following conditions:

5 1. The first population to be served are consumers who may be on Lanterman-Petris Short
6 (LPS) conservatorship currently residing in IMDs and former IMD consumers who currently reside in
7 Residential Care facilities who, given the opportunity, could regain control of their independence and
8 achieve enhanced recovery.

9 2. The second population will be referred by the Public Defender's Office and are consumers
10 charged with misdemeanor offenses but are of questionable competence to stand trial. Most common
11 offense types where this occurs are trespass or restraining order violations.

12 C. PROGRAM SERVICES - CONTRACTOR's program shall include, but not be limited to the
13 following services under the provision of Full Service Partnership Services:

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

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

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

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

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

32 4. Vocational and Educational Services: As part of the continuum of recovery it is important
33 that members develop an "identity" other than that of a mental health consumer; towards this end
34 members will be supported in exploring a full range of opportunities, including but not limited to,
35 volunteer opportunities, part-time/full-time work, supported employment, competitive employment and
36 educational opportunities. CONTRACTOR's staff shall have a dedicated Vocational/Educational
37 Specialist to assist enrolled members with these services.

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

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

14 c. Job Coaching/Developing: A Job Coach/Developer is to assist clients in the
15 exploration of various career options as well as actively strategizing collaborative relationships in the
16 private and public sector to create job opportunities for members. This position will work closely with
17 management staff and the Data Analyst to explore and implement evidence-based best practices in this
18 area.

19 5. Family and Peer Support Services:

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

24 b. Supportive Socialization and Meaningful Community roles. Provide client directed
25 services that will assist clients in their recovery, self-sufficiency and in seeking meaningful life activities
26 and relationships.

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

30 7. Money Management/Representative Payee Support Services:

31 CONTRACTOR shall designate a bonded Representative Payee Services to provide money management services
32 to those consumers who cannot manage their finances.

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

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

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

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

20 b. Motel Housing - For those who may be unwilling or are inappropriate for a shelter, or
 21 when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and
 22 shall only be utilized as a last resort until a more appropriate housing arrangement can be secured.
 23 Motel housing is not required during the initial assessment phase of a client (pre-enrollment) unless
 24 approved in advance by ADMINISTRATOR. Pre-purchase of motel rooms shall be in accordance with
 25 CONTRACTOR's policies and procedures, as identified in subparagraph VIII.F.1. below.

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

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

33 11. Peer-Run Center - CONTRACTOR shall operate a Peer-run Center. This center will be
 34 located at the program site and will provide an opportunity for clients to develop organizational, social
 35 and leadership skills as they design a program that meets consumer needs. All activities and groups
 36 offered are designed and run by clients enrolled in CONTRACTOR's FSP. CONTRACTOR shall offer
 37 a variety of groups based on client interest and need and may include, but not be limited to: Men's and

1 Women's Groups, Relapse Prevention, Dual Recovery, AA/NA, Life and Skills Building, Speaker
2 Meetings etc.

3 12. Meaningful Community Roles – CONTRACTOR shall assist each member to find some
4 meaningful role in his/her life that is separate from the mental illness. The person needs to see himself
5 or herself in “normal” roles such as employee, son, mother and neighbor. CONTRACTOR shall work
6 with each member to join the larger community and interact with people who are unrelated to the mental
7 illness.

8 13. Intensive Case Management Service – CONTRACTOR shall provide Intensive case
9 management which will include a smaller caseload size, team management, an emphasis on outreach,
10 and an assertive approach to maintaining contact with clients.

11 D. Program Specific Services – Enhanced Members

12 1. Shall coordinate members' needs and services with the Residential Rehabilitation providers
13 while the clients are residing in Residential Rehabilitation facilities.

14 2. Shall coordinate engagement services and placement of clients into the FSP with County
15 assigned staff once clients are identified and are ready to be discharged from an IMD or MHRC – need
16 definition for MHRC.

17 3. Develop transition groups for members who are coming from an IMD or MHRC that details
18 the expectations of the FSP, the responsibilities of the members, FSP, and other partners involved in the
19 members' recovery, and the ultimate goal of community integration and graduation.

20 4. Shall have monthly meetings with County assigned staff to review members' progress and
21 share information such as housing status, group attendance, medication compliance, hospitalization, and
22 progress towards Recovery.

23 E. Program Specific Services – Court Services

24 1. Shall coordinate services within the guidelines set forth by the Court.

25 2. Shall work in a collaborative and create a culture and environment that will involve all
26 interested parties such as but not limited to the Court, County Staff, and the various housing operators.

27 3. Shall perform three (3) scheduled and one (1) unscheduled drug testing each month and
28 report any unfavorable findings to the Court.

29 4. Shall assist members in making their scheduled Court dates and in some instances,
30 attending Court hearings with the members.

31 5. Develop transition groups for members that detail the expectations of the Court, the
32 responsibilities of the members, FSP, and other partners involved in the members' recovery, and the
33 ultimate goal of community integration and graduation.

34 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
35 subparagraph IV. above.

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V. COLLABORATION REQUIREMENTS

A. Coordination will be required with the County Adult Mental Health Services (AMHS) staff, Public Guardians Office, Public Guardian’s Office, designated Board and Care operators, long-term care facilities, providers, and other community resources.

B. Ongoing collaboration will be required with a variety of stakeholders involved with individual consumers, including family members and significant others; employers; County of Orange departments and agencies, such as, but not limited to Collaborative Courts, Public Guardian, and Lanterman-Petris Short LPS staff.

C. Key Elements of collaboration in the Adult FSP program will include:

1. Engagement – will be conducted by AMHS staff through collaboration with Public Administrator/Public Guardian (PA/PG), IMDs, and Residential Care providers.

a. County Role: Engagement, conduct eligibility determination, and enrollment for all consumers who enter the program.

b. FSP Role: The FSP will design, coordinate activities, engage in outreach activities, and will ensure that those engaged through outreach are assessed and, once enrolled, assigned a Personal Service Coordinator. The FSP will be required to begin collecting data for CAMINAR.

2. Personal Service Coordination – The Adult FSP will utilize Personal Service Coordinators (PSCs) who will provide primary support, facilitate the development of a person-centered recovery plan, and coordinate the access of supports and services necessary to support the consumer to achieve the goals of his/her recovery plan.

a. County Role: AMHS staff will provide support to Contractor’s Personal Service Coordinators with available County resources and act as a liaison with PA/PG.

b. Contractor Role: The Contractor will provide culturally sensitive personal service coordination to all FSPs in English, Spanish, Vietnamese, and Farsi. PSCs will work with the County or other interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate outreach and to serve consumers in other Asian languages and American Sign Language (ASL) is highly desirable.

3. Integrated Service Team (IST): Each PSC will be supported by an Adult IST that will include County and Contractor staff. The IST will meet at least weekly to coordinate supports, problem solve, and develop exit strategies/discharge planning. The IST will be available to all consumers on a twenty-four (24)-hour per day/seven (7) days per week basis. The identified Residential Rehabilitation providers will also participate on the IST.

a. County Role: AMHS nurse and eligibility and clinical staff will participate on the IST.

b. Contractor Role: The Contractor will facilitate the IST. All service-provision staff will participate on the IST.

D. Residential Rehabilitation Facilities are an integral component of this program and will be part of the collaborative team to include County LPS Staff, FSP Staff and Residential Care Staff. This

1 collaborative team will review all cases before accepting from IMD and discuss needs, supports, areas of
2 risk and work as a single unit in strategizing and implementing the services necessary to allow the new
3 member the best opportunity to succeed.

4 E. This FSP will also call for collaborative partnership with County staff who will be assigned to
5 work as liaison between the Collaborative Court and the FSP Program on the referral of misdemeanor
6 offenders found to be of questionable competency to assist in their own defense. County staff will be
7 the liaison between the Collaborative Court and FSP. This collaborative court will model after the ten
8 components of Drug Court.

9 F. Discharge of consumers from the program will be determined by the consumers' movement
10 along the recovery continuum and will be a coordinated effort between the AMHS and FSP staff.

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

13 14 **VI. STAFFING**

15 A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns,
16 and members of the Board of Directors which will include, but not be limited to, standards related to the
17 use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and
18 conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the
19 Board of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set
20 forth in the Code of Conduct.

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

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

35 D. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
36 any staffing vacancies or filling of vacant positions that occur during the term of this Agreement.

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

4 F. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to
 5 adjust the staffing requirements described in this paragraph.

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

PROGRAM	FTE
Regional Director	0.50
Program Director/Administrator	1.00
Clinical Director	1.00
Business Office Manager	1.00
Regional IS Business Specialist	0.13
Employee Relations Manager	0.25
Data Mining and Analysis Specialist	1.00
Billing Specialist	2.00
Administrative Assistant/Receptionist/Human Resources Clerk	1.00
Medical Records Clerk	1.00
Driver	1.00
Personal Serv. Coordinator I	3.00
Personal Serv. Coordinator II	4.00
Team Leader	1.00
Housing Specialist	1.00
Education/Employment Specialist	1.00
Peer Support Specialist	1.00
Licensed Vocational Nurse	1.00
Psychiatrist (Subcontractor)	<u>0.75</u>
TOTAL CONTRACT FTEs	22.63

32 H. WORKLOAD STANDARDS

33 1. One (1) Direct Service Hour (DSH) will be equal to sixty (60) minutes of direct client
 34 service.

35 2. The CONTRACTOR shall provide an average of one hundred (100) DSHs per month per
 36 FTE, or one thousand two hundred (1,200) DSHs per year per FTE, or as agreed upon productivity
 37 //

1 levels of direct clinician time which shall include mental health, case management, crisis intervention
2 and medication support services which are inclusive of both billable and non-billable services.

3 3. CONTRACTOR shall, during the term of this Agreement, provide a minimum of eleven
4 thousand seven-hundred (11,700) direct service hours for client related services, with a minimum of two
5 thousand one-hundred (2,100) hours of medication support services and nine thousand six-hundred
6 (9,600) hours of other mental health, case management and/or crisis intervention services as outlined
7 below.

8 4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and five
9 (105) clients throughout the term of this Agreement. The make-up of the clients shall be as follows:
10 eighty (80) clients from referred from HCA/LPS who have a history in IMDs or in long term residential
11 care facilities and twenty-five (25) clients referred from the Orange County Courts. CONTRACTOR
12 understands and agrees that this is a minimum requirement and shall make every effort to exceed this
13 minimum.

14 I. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as
15 stated in California Code of Regulations: Title 9 - Rehabilitative and Developmental Services,
16 Division 1 - Department of Mental Health.

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

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

24 L. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
25 approval of ADMINISTRATOR.

26 1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each
27 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of
28 treatment for student interns providing substance abuse services. Supervision will be in accordance to
29 that set by the Board of Behavioral Science. CONTRACTOR shall provide supervision to volunteers as
30 specified in the respective job descriptions or work contracts.

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

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

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

5 N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
6 subparagraph VI. above.

7
8 **VII. REPORTS**

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

12 **B. FISCAL**

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

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

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

35 D. PROGRAMMATIC - CONTRACTOR shall submit programmatic reports to
36 ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR,
37 which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end

1 of the month/quarter being reported unless otherwise specified. On a monthly basis, CONTRACTOR
2 shall report the following information to ADMINISTRATOR:

- 3 1. Report of placement and movement of consumers along the continuum of services using
4 guidelines for monthly report;
- 5 2. Number of 5150 participants;
- 6 3. Voluntary and involuntary hospitalizations;
- 7 4. Special incidences;
- 8 5. Vocational and educational programs;
- 9 6. Direct service hours by staff;
- 10 7. Chart compliance;
- 11 8. Number of referrals and clients discharged from the program;
- 12 9. Staff changes;
- 13 10. Status of licenses and/or certifications;
- 14 11. Changes in population served and reasons for any such changes;
- 15 12. Any additional pertinent facts or interim findings related to the program or the consumers;

16 and

17 13. Description of CONTRACTOR's progress in implementing the provisions of this
18 Agreement. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all
19 the terms of this Agreement, and if not, will specify what steps will be taken to achieve satisfactory
20 progress.

21 E. PERFORMANCE OUTCOME OBJECTIVES - On a quarterly basis, CONTRACTOR shall
22 report the Performance Outcome Objectives as outlined in subparagraph VIII.G.1. through VIII.G.6.

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

27 1. CONTRACTOR shall ensure that all staff is knowledgeable of the data reports available
28 from the CAMINAR program and how to utilize them to ensure accuracy of the data.

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

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

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

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

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

12 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
13 subparagraph VII. above.

14
15 **VIII. RESPONSIBILITIES**

16 A. CONTRACTOR and ADMINISTRATOR RESPONSIBILITIES;

17 1. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
18 Policies and Procedures (P&P). CONTRACTOR shall provide signature confirmation of the P&P
19 training for each staff member and placed in their personnel files.

20 2. CAMINAR Data Analyst/Outcome Specialist Responsibilities - Each FSP shall have an
21 identified individual who shall:

22 a. Review the CAMINAR database for accuracy and to ensure that each field is
23 completed;

24 b. Develop processes to ensure that all required data forms are completed and updated
25 when appropriate;

26 c. Review CAMINAR reports to identify trends, gaps and quality of care;

27 d. Submit monthly CAMINAR reports to ADMINISTRATOR by the tenth (10th) of every
28 month for review and return within two (2) weeks with identified corrections; and

29 e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is
30 correct.

31 3. CONTRACTOR shall utilize the COUNTY Pharmacy Benefits Manager to supply
32 medications for unfunded clients.

33 4. All staff are responsible for their assigned job duties with Clinical Supervisor and Program
34 Director having ultimate responsibility.

35 B. Quality Improvement (QI) Responsibilities – Each FSP shall have an identified individual who
36 shall:

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- 1 1. Complete one hundred percent (100%) audits of client charts regarding clinical
2 documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart
3 compliance;
- 4 2. Provide clinic direction and training to PSCs on encounter documents and treatment plans;
- 5 3. Become a certified reviewer by the COUNTY's Quality Improvement and Program
6 Compliance (QIPC) unit;
- 7 4. Oversee all aspects of the clinical services of the recovery program;
- 8 5. Coordinate with in-house clinicians, medical director and/or nurse regarding client
9 treatment issues, professional consultations, or medication evaluations;
- 10 6. Review and approve all quarterly logs submitted to COUNTY, i.e., medication monitoring,
11 second opinion and request for change of provider; and
- 12 7. Participate in program development and interact with other staff regarding difficult cases
13 and psychiatric emergencies.

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

- 15 1. Case conferences, as requested by County staff to address any aspect of clinical care.
- 16 2. Monthly COUNTY management meetings with AMHS Program staff and
17 ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or
18 is not progressing satisfactorily in achieving all the terms of this Agreement, and if not, what steps will
19 be taken to achieve satisfactory progress, compliance with policies and procedures, review of statistics
20 and clinical services;
- 21 3. Weekly meetings with AMHS Program staff to review program related issues;
- 22 4. Quarterly All FSP meetings;
- 23 5. Quarterly Quality Improvement Committee (QIC) meetings; and
- 24 6. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY
25 administrative staff.

26 D. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
27 conduct research activity on COUNTY clients without obtaining prior written authorization from
28 ADMINISTRATOR.

29 E. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in
30 accordance with procedures developed by COUNTY. CONTRACTOR shall ensure that all chart
31 documentation complies with all federal, state and local guidelines and standards. CONTRACTOR
32 shall ensure that all chart documentation is completed within the appropriate timelines.

33 F. CONTRACTOR shall provide initial and on-going training and staff development that includes
34 but is not limited to the following:

- 35 1. FLEXIBLE FUNDS - CONTRACTOR shall develop a Policy and Procedure, or revise an
36 existing Policy and Procedure, regarding Flexible Funds and submit to ADMINISTRATOR no later than
37 twenty (20) calendar days from the start of this Agreement. ADMINISTRATOR and CONTRACTOR

1 shall finalize and approve the Policy and Procedure, in writing, no later than thirty (30) days from the
2 start of this Agreement. If the Flexible Funds Policy and Procedure has not been approved after thirty
3 (30) days from the start of this Agreement, any subsequent Flexible Funds expenditures may be
4 disallowed by ADMINISTRATOR.

5 a. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and
6 appropriate for the treatment of client's mental illness and overall quality of life.

7 b. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form
8 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR's
9 monthly Expenditure and Revenue Report.

10 c. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of
11 the approved Flexible Funds Policy and Procedure (P&P). CONTRACTOR will provide signature
12 confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds
13 for a client.

14 d. CONTRACTOR shall ensure the Flexible Funds Policy and Procedure will include, but
15 not be limited to:

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

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

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

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

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

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

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

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

11 m. Statement indicating that Flexible Funds are not to be used for housing for clients that
12 have not been enrolled in CONTRACTOR's program, unless approved in advance and in writing, by
13 ADMINISTRATOR;

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

16 o. Identification of procedure to ensure secured storage and documented disbursement of
17 gift cards and vouchers for clients, including end of year process accounting for gift cards still in staff
18 possession.

19 2. DATA CERTIFICATION - CONTRACTOR shall develop a Policy and Procedure, or
20 revise an existing Policy and Procedure, regarding Data Certification and submit to ADMINISTRATOR
21 no later than twenty (20) calendar days from the start of this Agreement.

22 a. ADMINISTRATOR and CONTRACTOR shall finalize and approve the Policy and
23 Procedure, in writing, no later than thirty (30) calendar days from the start of this Agreement. If the
24 Data Certification Policy and Procedure has not been approved after thirty (30) days from the start of
25 this Agreement, the Certification of Accuracy of Data form cannot be submitted to, or accepted by
26 COUNTY, and CONTRACTOR may be deemed out of compliance with the terms and conditions of this
27 Agreement.

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

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

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

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

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

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

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

9 6. One through five in this section are the outcome measures by which the effectiveness of
10 your program will be evaluated. It is the responsibility of the provider to educate themselves with best
11 practices and those associated with attainment of higher levels of recovery.

12 H. CONTRACTOR shall ensure that all staff complete the County's Annual Provider Training and
13 Annual Compliance Training.

14 I. COUNTY shall provide, or cause to be provided, training and ongoing consultation to
15 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with Health Care Agency
16 (HCA) Standards of Care practices, policies and procedures, documentation standards and any state
17 regulatory requirements.

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

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

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

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

26 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
27 conditions:

- 28 a. Token of each staff member who no longer supports this Agreement;
- 29 b. Token of each staff member who no longer requires access to the HCA IRIS;
- 30 c. Token of each staff member who leaves employment of CONTRACTOR; or
- 31 d. Token is malfunctioning.

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

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

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1 K. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
2 statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if
3 available, and if applicable.

4 L. CONTRACTOR will be responsible for ensuring monthly evaluation of members using the
5 Milestones of Recovery Scale (MORS) and entering into CAMINAR. The rating for each individual
6 member will be entered in CAMINAR under the clinical assessment tools. It is expected that the rating
7 for each member will be part of the review done by Program Directors prior to signing the Data
8 Certification Form each month.

9 M. CONTRACTOR shall obtain a National Provider Identifier (NPI) - The standard unique health
10 identifier adopted by the Secretary of Health and Human Services under Health Insurance Portability and
11 Accountability Act (HIPAA) of 1996 for health care providers.

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

14 2. CONTRACTOR, including each employee that provides services under this Agreement,
15 will obtain a NPI upon commencement of this Agreement or prior to providing services under this
16 Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
17 ADMINISTRATOR, all NPI as soon as they are available.

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

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

28 P. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
29 recording, and reporting portion of the agreement with the County of Orange, including but not limited
30 to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must
31 ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated
32 responsibilities.

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

35 2. Maximize the use of the allocated funds;

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

37 4. Maintain appropriate staffing levels;

- 1 5. Request budget and/or staffing modifications to the Agreement;
- 2 6. Effectively communicate and monitor the program for its success;
- 3 7. Track and report expenditures electronically;
- 4 8. Maintain electronic and telephone communication between key staff and the Contract and
- 5 Program Administrators; and
- 6 9. Act quickly to identify and solve problems.

7 Q. COUNTY shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure
8 compliance with workload standards and productivity.

9 R. COUNTY shall review client charts to assist CONTRACTOR in ensuring compliance with
10 HCA policies and procedures and Medi-Cal documentation requirements.

11 S. COUNTY shall review and approve all admissions, discharges from the program and extended
12 stays in the program.

13 T. COUNTY shall monitor CONTRACTOR's completion of corrective action plans.

14 U. COUNTY shall monitor CONTRACTOR's compliance with COUNTY Policies and
15 Procedures.

16 V. COUNTY shall provide a written copy of all assessments completed on clients referred for
17 admission.

18 W. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
19 subparagraph VIII. above.

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