

1 AGREEMENT FOR PROVISION OF
2 FULL SERVICE PARTNERSHIP SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 TELECARE CORPORATION
7 FISCAL YEAR 2008-2009
8

9 THIS AGREEMENT entered into this 1st day of July, 2008, which date is enumerated for purposes
10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 TELECARE CORPORATION, a California for profit corporation (CONTRACTOR). This Agreement
12 shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).
13

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

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

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2008 through June 30, 2009

Maximum Obligation: ~~\$3,645,330~~ \$3,845,330

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Telecare Corporation
 1080 Marina Village Parkway, Suite 100
 Alameda, CA 94501

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits per Occurrence</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000
Comprehensive General Liability Insurance	\$1,000,000
Sexual Misconduct	\$1,000,000
Comprehensive Automobile Liability Insurance,) covering the owned, non-owned and hired) automobile hazards, including any COUNTY-) loaned vehicles)	\$1,000,000 (Combined Single Limit)

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. COUNTY's Health Care Agency (HCA) has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the Compliance Program.

2. CONTRACTOR shall ensure that its officers, directors and employees; subcontractors and other persons who provide behavioral health care services, or who perform billing or coding functions of CONTRACTOR; or member of CONTRACTOR's medical staff, including physicians ("Covered Persons") relative to this Agreement are made aware of these Policies and Procedures.

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

1. Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the option of submitting to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor Code of Conduct" specified in subparagraph B.3. below or CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA Compliance Officer.

2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall advise CONTRACTOR of any necessary changes to CONTRACTOR's Code of Conduct to meet minimum standards and CONTRACTOR shall either take necessary action to meet said standards or shall be asked to acknowledge and agree to the "HCA Contractor Code of Conduct" specified in subparagraph B.3. below.

1 3. HCA CONTRACTOR CODE OF CONDUCT - CONTRACTOR and its employees and
2 subcontractors shall:

3 a. Comply with all applicable laws, regulations, rules or guidelines when providing and
4 billing for the services specified herein.

5 b. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in
6 their professional dealings related to this Agreement and avoid any conduct that could reasonably be
7 expected to reflect adversely upon the integrity of CONTRACTOR and/or COUNTY.

8 c. Treat COUNTY employees, clients and other COUNTY contractors fairly and with
9 respect.

10 d. Not engage in any activity in violation of this agreement, nor engage in any other
11 conduct which violates any applicable law, regulation, rule or guideline.

12 e. Take precautions to ensure that claims are prepared and submitted accurately, timely
13 and are consistent with all applicable laws, regulations, rules or guidelines.

14 f. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or
15 reimbursement of any kind are submitted.

16 g. Bill only for eligible services actually rendered and fully documented and use billing
17 codes that accurately describe the services provided.

18 h. Act promptly to investigate and correct problems if errors in claims or billings are
19 discovered.

20 i. Promptly report to HCA's Compliance Officer any activity that CONTRACTOR
21 believes may violate the standards of the HCA Compliance Program, or any other applicable law,
22 regulation, rule or guideline.

23 j. Promptly report to HCA's Compliance Officer any suspected violation(s) of the
24 HCA Contractor Code of Conduct.

25 k. Consult with HCA's Compliance Officer if there are any questions or uncertainties of
26 any Compliance Program standard or any other applicable law, regulation, rule or guideline.

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

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

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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 Persons 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 Persons semi-annually (January and July)
11 to ensure that they have not become Ineligible Persons.

12 4. Covered Persons shall be required to disclose to CONTRACTOR immediately any
13 debarment, exclusion or other event that makes the Covered Person an Ineligible Person.
14 CONTRACTOR shall notify COUNTY immediately upon such disclosure.

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

21 D. REIMBURSEMENT STANDARDS

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

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

29 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
30 fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes
31 that accurately describe the services provided.

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

34 E. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training
35 and Provider Compliance Training, where appropriate, available to Covered Persons.

36 1. CONTRACTOR shall use its best effort to encourage completion of Covered Persons to
37 complete all Compliance Trainings when offered.

V. COST REPORT

1
2 | A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
3 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance
4 with all applicable federal, state and county requirements and generally accepted accounting principles.
5 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
6 and funding sources in accordance with such requirements and consistent with prudent business
7 practice, which costs and allocations shall be supported by source documentation maintained by
8 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

34 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
35 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth
36 on Page 3 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not
37 reimbursable pursuant to applicable federal, state and county laws, regulations and requirements. Any

1 payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an
2 unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash within
3 thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount
4 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

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

24
25 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
26 supporting documentation prepared by _____ for the cost report period
27 beginning _____ and ending _____ and that, to the best of my
28 knowledge and belief, costs reimbursed through this Agreement are reasonable and
29 allowable and directly or indirectly related to the services provided and that this Cost
30 Report is a true, correct, and complete statement from the books and records of
31 (provider name) in accordance with applicable instructions, except as noted. I also
32 hereby certify that I have the authority to execute the accompanying Cost Report.
33

34 Signed _____
35 Name _____
36 Title _____
37 Date _____"

1 //

2 **VI. DELEGATION AND ASSIGNMENT**

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

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

17
18 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

28
29 **VIII. EQUIPMENT**

30 | A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
31 moveable property of a relatively permanent nature with significant value. Equipment which costs
32 \$5,000 or over, including sales taxes, freight charges and other taxes are considered fixed assets.
33 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are
34 considered minor Equipment. The cost of Equipment purchased, in whole or in part, with funds paid
35 pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

36 | B. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
37 COUNTY the cost of specified items of Equipment or minor Equipment purchased by CONTRACTOR.

1 To “expense,” in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in
2 which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment
3 shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

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

9 D. For Loaned Equipment, CONTRACTOR shall cooperate with ADMINISTRATOR in
10 conducting any periodic physical inventories of Loaned Equipment that ADMINISTRATOR may
11 require. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned
12 Equipment to COUNTY.

13 E. CONTRACTOR must report any loss or theft of Loaned Equipment in accordance with the
14 procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition,
15 CONTRACTOR must complete and submit to ADMINISTRATOR a “Notification of Location
16 Change” form or “Surplus Requisition” form when items of Loaned Equipment are moved from one
17 location to another or returned to COUNTY as surplus.

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

22
23 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

29
30 **X. INDEMNIFICATION AND INSURANCE**

31 A. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, which
32 approval shall not be unreasonably withheld, and hold COUNTY, its elected and appointed officials,
33 officers, employees, agents and those special districts and agencies for which the COUNTY’s Board of
34 Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from and against any
35 and all liability, loss, expense, or claims for injury or damages arising out of the performance of this
36 Agreement, but only in proportion to and to the extent such liability, loss, expense or claims for injury
37 or damages are caused by or result from the negligent or intentional acts or omissions, including the

1 actual or alleged sexual misconduct of CONTRACTOR, its officers, employees, or agents.

2 B. COUNTY shall indemnify and hold CONTRACTOR, its appointed officials, officers,
3 employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury
4 or damages arising out of the performance of this Agreement, but only in proportion to and to the extent
5 such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent
6 or intentional acts or omissions including the actual or alleged sexual misconduct of COUNTY, its
7 officers, employees, or agents.

8 C. Neither termination of this Agreement nor completion of the acts to be performed under this
9 Agreement shall release any party from its obligation to indemnify as to claims or cause of action
10 asserted.

11 D. COUNTY and CONTRACTOR warrant that they are self-insured or maintain policies of
12 insurance placed with reputable insurance companies licensed to do business in the State of California
13 which insure the perils of bodily injury, medical, professional liability and property damage.

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

17 F. All insurance policies except Workers' Compensation, Employer's Liability, shall contain the
18 following clauses:

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

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

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

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

28
29 **XI. INSPECTIONS AND AUDITS**

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

1 provided pursuant to this Agreement, and the premises in which they are provided.

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

6 C. AUDIT RESPONSE

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

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

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

24
25 **XII. LICENSES AND LAWS**

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

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

- 37 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;

- 1 2. State of California Health and Safety Code, Sections 1250 et seq.;
- 2 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
- 3 Abuse Reporting;
- 4 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
- 5 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
- 6 6. United States Code (U.S.C.A.) Title 42;
- 7 7. Federal Social Security Act, Title XVIII and Title XIX;
- 8 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.);
- 9 9. The Clean Air Act (42 U.S.C.A. Section 114 and Sections 1857, et seq.);
- 10 10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and Sections 1251
- 11 et seq.);
- 12 11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
- 13 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
- 14 13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
- 15 14. Federal Medicare Cost reimbursement principles and cost reporting standards;
- 16 15. Orange County Medi-Cal Mental Health Managed Care Plan;
- 17 16. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
- 18 Management.
- 19 17. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist
- 20 now or be hereafter amended and if applicable.

21 C. CONTRACTOR shall at all times be capable and authorized by the State of California to

22 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the

23 terms of this Agreement and shall make every reasonable effort to obtain appropriate licenses and/or

24 waivers to provide Medi-Cal billable treatment services at school or other sites requested by

25 ADMINISTRATOR.

26 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

1 //

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

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

11
12 **XIII. LITERATURE AND ADVERTISEMENTS**

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

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

22
23 **XIV. MAXIMUM OBLIGATION**

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

26
27 **XV. NONDISCRIMINATION**

28 **A. EMPLOYMENT**

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

1 //

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

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

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

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

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

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

- 35 a. Whenever possible, problems shall be resolved informally and at the point of service.
36 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to
37 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly

1 with CONTRACTOR either orally or in writing.

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

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

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

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

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

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

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

26
27 **XVI. NOTICES**

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

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

32 2. When FAXed, transmission confirmed;

33 3. When sent by electronic mail; or

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

36 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
37 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,

1 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
2 expedited delivery service.

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

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

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

11 **XVII. NOTIFICATION OF DEATH**

12 | A. NON-TERMINAL ILLNESS DEATH

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

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

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

23 B. TERMINAL ILLNESS DEATH

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

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

35 **XVIII. RECORDS MANAGEMENT AND MAINTENANCE**

36 | A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
37

1 of this Agreement, prepare, maintain and manage records appropriate to the services provided and
2 //
3 in accordance with this Agreement and all applicable requirements, which are listed below, but not
4 limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

32 G. CONTRACTOR shall retain all participant, client, patient and/or medical records for seven (7)
33 years following discharge of the participant, client and/or patient, with the exception to unemancipated
34 minors for whom records must be kept for at least one (1) year after such minors have reached the age
35 of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

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

1 I. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
2 may provide written approval to CONTRACTOR to change the record location criteria.

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

5
6 **XIX. REVENUE**

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

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

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

22
23 **XX. SEVERABILITY**

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

29
30 **XXI. SPECIAL PROVISIONS**

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

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

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

- 1 3. Supplanting current funding for existing services.
- 2 4. Fundraising.
- 3 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 4 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 5 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
- 6 services.
- 7 7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 8 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
- 9 salary advances or giving bonuses to CONTRACTOR's staff.
- 10 8. Paying an individual salary or compensation for services at a rate in excess of the salary
- 11 schedule specified by the U.S. Office of Personnel Management.

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

- 14 1. Purchasing or improving land, including constructing or permanently improving any
- 15 building or facility, except for tenant improvements.
- 16 2. Providing inpatient hospital services or purchasing major medical equipment.
- 17 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 18 funds (matching).
- 19 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 20 CONTRACTOR's clients.
- 21 5. Funding travel or training (excluding mileage or parking).
- 22 6. Making phone calls outside of the local area unless documented to be directly for the
- 23 purpose of client care.
- 24 7. Payment for grant writing, consultants, certified public accounting, or legal services.
- 25 8. Purchase of artwork or other items that are for decorative purposes and do not directly
- 26 contribute to the quality of services to be provided pursuant to this Agreement.

27 **XXII. STATUS OF CONTRACTOR**

28
29 | CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
30 wholly responsible for the manner in which it performs the services required of it by the terms of this
31 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
32 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
33 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
34 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
35 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
36 subcontractors as they relate to the services to be provided during the course and scope of their
37 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be

1 | entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
2 | be COUNTY employees.

3 | **XXIII. TERM**

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

10 | **XXIV. TERMINATION**

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

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

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

- 19 | 1. The loss by CONTRACTOR of legal capacity.
- 20 | 2. Cessation of services.
- 21 | 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
22 | another entity without the prior written consent of COUNTY.
- 23 | 4. The habitual neglect by any physician or licensed person employed by CONTRACTOR of
24 | any duty required pursuant to this Agreement.
- 25 | 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of
26 | this Agreement.
- 27 | 6. The continued incapacity of any physician or licensed person to perform duties required
28 | pursuant to this Agreement.
- 29 | 7. Unethical conduct or malpractice by any physician or licensed person providing services
30 | pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
31 | removes such physician or licensed person from serving persons treated or assisted pursuant to this
32 | Agreement.

33 | D. CONTINGENT FUNDING

- 34 | 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 35 | a. The continued availability of federal, state and county funds for reimbursement of
36 | COUNTY's expenditures, and
 - 37 | b. Inclusion of sufficient funding for the services hereunder in the applicable budgets

1 approved by the Board of Supervisors.

2 //

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

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

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

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

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

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

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

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

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

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

27
28 **XXV. THIRD PARTY BENEFICIARY**

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

31
32 **XXVI. WAIVER OF DEFAULT OR BREACH**

33 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
34 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
35 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
36 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
37 Agreement.

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

TELECARE CORPORATION

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

CHAIR OF THE BOARD OF SUPERVISORS

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

_____ DATED: _____

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

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution

B. Redline Version to Attachment A

1 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
2 signature alone is required by HCA.
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EXHIBIT A
TO AGREEMENT WITH
TELECARE CORPORATION
FISCAL YEAR 2008-2009

I. DEFINITIONS

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

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

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

C. Caminar means software designed for collecting, tracking, and reporting outcome data for clients enrolled in FSP Programs.

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

E. Client or Consumer means any person, referred by COUNTY or enrolled in CONTRACTOR's program for services under this Agreement, who is suffering from a chronic mental illness.

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

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

H. Direct Service Hours (DSH) means a measure in hours and parts of hours that a clinician spends providing client services. DSH credit is obtained for providing mental health, case management, medication support, and crisis intervention services to any client open in the IRIS, and includes both billable and non-billable services.

1 I. Full Service Partnership (FSP)

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

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

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

32 3. The Full Service Partnership will offer "whatever it takes" to engage serious mentally ill
33 adults, including those who are dually diagnosed, in a partnership to achieve the individual's wellness
34 and recovery goals. Services will be non-coercive and focused on engaging people in the field.

35 J. Individual Services and Support Funds (Flex Funds) – means funds intended for use to provide
36 clients and/or their families with immediate assistance, as deemed necessary for the treatment of their
37 mental illness and their overall quality of life. Flex Funds are generally categorized as housing, client

1 transportation, food, clothing, medical, and miscellaneous expenditures that are individualized and
2 appropriate to support client's mental health treatment activities.

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

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

10 M. Marriage and Family Therapist means a person who meets the minimum professional and
11 licensure requirements set forth in Title 9, California Code of Regulations, Section 625.

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

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

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

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

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

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

34 5. Rehabilitation Service means an activity which includes assistance in improving,
35 maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and
36 leisure skill, grooming and personal hygiene skills, meal preparation skills, and support resources;
37 and/or medication education.

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

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

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

11 Q. Mental Health Rehabilitation Specialist means an individual who has a baccalaureate degree
12 and four years of experience in a mental health setting as a specialist in the fields of physical restoration,
13 social adjustment, or vocational adjustment.

14 R. Mental Health Worker means a person who has obtained a Bachelor's degree in a mental health
15 field or has a high school diploma and two (2) years of experience delivering services in a mental health
16 field.

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

22 T. Notice of Privacy Practices (NPP): A document that notifies individuals of uses and disclosures
23 of PHI that may be made by or on behalf of the health plan or health care provider as set forth in the
24 Health Insurance Portability and Accountability Act of 1996 (HIPAA).

25 U. Outreach means the outreach to potential clients to link them to appropriate mental health
26 services, and may include activities that involve educating the community about the services offered and
27 requirements for participation in the programs. Such activities should result in the CONTRACTOR
28 developing their own client referral sources for the programs they offer.

29 V. Personal Services Coordinator (PSC) means a person who will be part of a multidisciplinary
30 team that will provide community based mental health services to adults that are struggling with
31 persistent and severe mental illness as well as homelessness. The PSC is responsible for clinical care
32 and case management of assigned client and families in a community, home, or program setting. This
33 includes assisting clients with mental health, housing, vocational, and educational needs. The position
34 is also responsible for administrative and clinical documentation as well as participating in trainings and
35 team meetings. The PSC will be active in supporting and implementing a full service partnership
36 philosophy and its individualized, strengths-based, culturally competent, client-centered approach.

37 //

1 W. Pre-Licensed Psychologist means a person who has obtained a Ph.D. or Psy.D. in Clinical
2 Psychology and is registered with the Board of Psychology as a registered Psychology intern or
3 Psychological Assistant, acquiring hours for licensing, and waived in accordance with W&IC section
4 575.2. The waiver may not exceed five (5) years.

5 X. Pre-Licensed Therapist means a person who has obtained a Masters Degree in Social Work or
6 Marriage and Family Therapy and is registered with the Board of Behavioral Sciences (BBS) as an
7 Associate Clinical Social Worker or MFT intern acquiring hours for licensing. Registration is subject to
8 regulations adopted by the BBS.

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

12 Z. Protected Health Information (PHI): 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 AA. Psychiatrist means a person who meets the minimum professional and licensure requirements
19 set forth in Title 9, California Code of Regulations, Section 623.

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

22 AC. 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 is not involved in the clinical care of the
26 case.

27 AD. Referral means providing the effective linkage of a client to another service, when indicated,
28 with follow-up to be provided within five (5) working days to assure that the client has made contact
29 with the referred service.

30 AE. Token means the security device which allows an individual user to access the HCA computer
31 based Integrated Record Information System (IRIS).

32 “AF. Supportive Housing Personal Services Coordinator (PSC) means a person who provides
33 services in a supportive housing structure. This person will coordinate activities which will include, but
34 not be limited to: independent living skills, social activities, supporting communal living, assisting
35 residents with conflict resolution, advocacy, and linking clients with the assigned PSC for clinical
36 issues. Supportive Housing PSC will consult with the multidisciplinary team of clients assigned by the
37 FSP. The PSC’s will be active in supporting and implementing a full service partnership philosophy

1 and its individualized, strengths-based, culturally competent, client-centered approach.”

3 **II. BUDGET**

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

8 //

ADMINISTRATIVE COST	<u>Budget</u>	
Services and Supplies	\$ 5,197	
Indirect Costs	470,280	<u>496,082</u>
SUBTOTAL ADMINISTRATIVE COST	475,477	<u>501,279</u>
PROGRAM COST		
Salaries	1,614,544	<u>\$1,644,980</u>
Benefits	449,370	<u>457,890</u>
Services and Supplies	721,098	<u>856,340</u>
Subcontractor	<u>384,841</u>	
<u>SUBTOTAL PROGRAM COST</u>	3,169,853	<u>\$3,344,051</u>
TOTAL COST	<u>3,645,330</u>	<u>\$3,845,330</u>
REVENUE		
Federal Medi-Cal	\$ 278,154	
Mental Health Services Act	3,367,176	<u>3,567,176</u>
TOTAL REVENUE	3,645,330	<u>\$3,845,330</u>
TOTAL MAXIMUM OBLIGATION	3,645,330	<u>\$3,845,330</u>

30 B. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify
 31 subparagraph II.A. above.

32 C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
 33 provided pursuant to this Agreement, CONTRACTOR may make written application to
 34 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
 35 fees and insurance shall be utilized exclusively to provide mental health services. ADMINISTRATOR
 36 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
 37 shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and

1 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on
2 behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.

3 D. The parties agree that the above budget was established based on an average Medi-Cal client
4 case load of approximately fifteen percent (15%) to be maintained by CONTRACTOR.
5 CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.
6 COUNTY acknowledges that costs relating to pharmacy and lab services may increase as a result of an
7 increase in average non-Medi-Cal population being served. COUNTY and CONTRACTOR shall
8 //
9 monitor utilization of these services and COUNTY may increase CONTRACTOR's Maximum
10 Obligation in accordance with this Agreement.

11
12 **III. PAYMENTS**

13 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
14 \$303,778 per month for the period July 2008 through February 2009 and \$353,778 per month for the
15 period March 2009 through June 2009. All payments are interim payments only, and subject to Final
16 Settlement in accordance with the Cost Report paragraph of the Agreement for which CONTRACTOR
17 shall be reimbursed for the actual cost of providing the services, which may include Indirect
18 Administrative Costs, as identified in Paragraph II.A. of this Exhibit A; provided, however, the total of
19 such payments does not exceed COUNTY's Total Maximum Obligation and, provided further,
20 CONTRACTOR's costs are reimbursable pursuant to county, state, and/or federal regulations.
21 ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the
22 provisional amount specified above has not been fully paid.

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

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

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

37 B. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide

1 such information as is required by ADMINISTRATOR. Billings are due the tenth (10th) business day
2 of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-
3 one (21) calendar days after receipt of the correctly completed billing form.

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

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

9 //

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

13 **IV. SERVICES**

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

17 2569 Woodland Drive
18 Anaheim, California 92801

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

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

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

32 C. WORKLOAD STANDARDS

- 33 1. One (1) Direct Service Hour (DSH) shall 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 of direct clinician time which shall
37 include mental health, case management, crisis intervention, and medication support services, and is

1 inclusive of both billable and non-billable services.

2 3. CONTRACTOR shall, during the term of this Agreement, provide a minimum of twenty
3 eight thousand twenty (28,020) direct service hours for client related services, with a minimum of seven
4 thousand three hundred twenty (7,320) hours of medication support services and twenty thousand seven
5 hundred (20,700) hours of other mental health, case management, and/or crisis intervention services as
6 outlined below.

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

10 5. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
11 subparagraph IV.C. above.

12 D. INTEGRATED RECOVERY SERVICES – CONTRACTOR’s program shall include, but not
13 be limited to, the following 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, and
23 evaluation of the status of the client's community functions; and prescribing, dispensing, and
24 administering psychotropic medications shall be discussed with the client and documented.

25 3. Dual Diagnosis Services: Provide dual diagnosis services to address substance abuse as it
26 relates to impairments of the client and the mental disorder through education, groups, and linkages to
27 community resources and the development of meaningful life activities. It is recommended that all
28 CONTRACTOR direct service staff be trained in dual diagnosis services and that at least one staff
29 person serves as the expert in this area.

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

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

35 b. Educational Services: Clients may engage in a number of activities, such as
36 General Education Degree (GED) preparation, linkage to colleges, vocational training, and adult
37 schools. Peers may be used as teachers' aids to ease the anxiety of a new client returning to continue

1 | educational goals.

2 | 5. Family and Peer Support Services:

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

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

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

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

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

18 | 9. Linkage to Financial Benefits/Entitlements: Activities provided by CONTRACTOR staff
19 | to access financial benefits and/or entitlements, or other needed community services for eligible
20 | individuals.

21 | 10. Housing Services: This service category includes linkage and placement services, which
22 | involve the assessment, determination of need, and securing of adequate and appropriate living
23 | arrangements through a variety of supportive housing services in a safe secure environment that is
24 | appropriate for the client population. Strategies may vary, and options such as transitional or respite
25 | housing may be indicated in the initial stages, whereas permanent supportive housing or independent
26 | housing is the long-term goal. Temporary housing, such as a motel or other temporary shelter, is not
27 | required during the initial assessment phase of a client (pre-enrollment), and utilization of this type of
28 | housing during the assessment phase shall be approved in advance by ADMINISTRATOR.
29 | CONTRACTOR's staff shall include a Housing Specialist to provide housing services to all enrolled
30 | members. Housing services may include:

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

36 | b. Motel Housing - For those who may be unwilling or are inappropriate for a shelter, or
37 | when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature,

1 and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured.
2 Motel housing is not required during the initial assessment phase of a client (pre-enrollment) unless
3 approved in advance by ADMINISTRATOR. Pre-purchase of motel rooms shall be in accordance with
4 CONTRACTOR's policies and procedures, as identified in subparagraph IV.E.4. below.

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

9 d. Permanent Housing - Allows residents to have their own unit or bedroom.

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

17 12. Clinical Supervisor/QI Responsibilities - Each FSP shall have an identified Clinical
18 Director/Qualify Assurance person who shall:

- 19 a. Review outcome data database for accuracy, and to insure that each field is completed;
- 20 b. Develop processes to ensure that all required data forms are completed and updated
21 when appropriate;
- 22 c. Review Caminar reports to identify trends, gaps and quality of care;
- 23 d. Submit monthly Caminar reports to ADMINISTRATOR by the tenth (10th) of every
24 month for review, and return within two (2) weeks with identified corrections;
- 25 e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is
26 correct;
- 27 f. Complete one hundred percent (100%) audits of client charts regarding clinical
28 documentation, and insuring all charts are in compliance with medical necessity and Medi-Cal chart
29 compliance;
- 30 g. Provide clinic direction and training to PSCs on encounter documents and treatment
31 plans;
- 32 h. Become a certified reviewer by the COUNTY's Quality Improvement and Program
33 Compliance (QIPC) unit;
- 34 i. Oversee all aspects of the clinical services of the recovery program;
- 35 j. Coordinate with in-house clinicians, medical director, and/or nurse regarding client
36 treatment issues, professional consultations, or medication evaluations;
- 37 k. Review and approve all quarterly logs submitted to COUNTY, i.e., medication

1 monitoring, second opinion and request for change of provider; and

2 1. Participate in program development and interact with other staff regarding difficult
3 cases and psychiatric emergencies.

4 13. CONTRACTOR shall attend:

5 a. Case conferences, as requested by County staff to address any aspect of clinical care.

6 b. Monthly COUNTY staff meetings with AMHS Program staff and Contract
7 Administrator to discuss contractual and other issues related to, but not limited to compliance with
8 policies and procedures, statistics and clinical services.

9 //

10 c. Clinical staff training for individuals by COUNTY representatives. Such training shall
11 be conducted by CONTRACTOR and/or COUNTY administrative staff.

12 d. Quarterly QIC meetings.

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

16 15. CONTRACTOR shall conduct Supervisory Review at sixty (60) calendar day and six (6)
17 month intervals, in accordance with procedures developed by COUNTY. CONTRACTOR shall ensure
18 that all chart documentation complies with all federal, state, and local guidelines and standards.
19 CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

20 16. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
21 statistical data used to monitor CONTRACTOR will be compiled using only COUNTY IRIS reports, if
22 available, and if applicable.

23 E. FLEX FUNDS

24 1. CONTRACTOR shall ensure that utilization of Flex Funds is individualized and
25 appropriate for the treatment of client's mental illness and overall quality of life.

26 2. CONTRACTOR shall report the utilization of their Flex Fund monthly on a form approved
27 by ADMINISTRATOR. The Flex Fund report shall be submitted with CONTRACTOR's monthly
28 Expenditure and Revenue Report.

29 3. CONTRACTOR shall develop a Policy and Procedure, or revise an existing Policy and
30 Procedure, regarding Flex Funds and submit to ADMINISTRATOR no later than twenty (20) calendar
31 days from the start of this Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and
32 approve the Policy and Procedure, in writing, no later than thirty (30) days from the start of this
33 Agreement. If the Flex Fund Policy and Procedure has not been approved after thirty (30) days from the
34 start of this Agreement, any subsequent Flex Fund expenditures may be disallowed by
35 ADMINISTRATOR.

36 4. CONTRACTOR shall ensure the Flex Fund Policy and Procedure will include, but not be
37 limited to:

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

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

9 //

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

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

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

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

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

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

34 i. Statement indicating that Flex Funds are not to be used for housing for clients that have
35 not been enrolled in CONTRACTOR's program, unless approved in advance, and in writing, by
36 ADMINISTRATOR;

37 j. Statement indicating that Flex Funds shall not be given in the form of cash to any

1 clients either enrolled or in the outreach and engagement phase of the CONTRACTOR's program;

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

5 l. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend
6 any of the requirements described in this Flex Fund paragraph.

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

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

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

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

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

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

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

27 H. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens
28 for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

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

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

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

35 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
36 conditions:

37 a. Token of each staff member who is no longer supports this Agreement.

- b. Token of each staff member who no longer requires access to the HCA IRIS.
- c. Token of each staff member who leaves employment of CONTRACTOR.
- d. Tokens malfunctioning.

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

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

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

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

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

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

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

V. STAFFING

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

1 admission and shall be posted in writing in a prominent place.

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

9 //

10 C. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to
 11 adjust the staffing requirements described in this paragraph. CONTRACTOR shall notify
 12 ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies that occur
 13 during the term of this Agreement.

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

	<u>FTEs</u>	
19 Regional Director	0.25	
20 Clinical Administrator	1.00	
21 Clinical Director	1.00	
22 Team Leader	4.00	<u>3.00</u>
23 <u>Residential Coordinator (Diamond)</u>	<u>1.00</u>	
24 Personal Services Coordinator II	5.00	<u>6.00</u>
25 Personal Services Coordinator II (WRC)	1.00	
26 Personal Services Coordinator I	7.00	
27 Personal Services Coordinator I (WRC)	0.50	
28 Registered Nurse	1.00	
29 LVN/LPT	4.00	
30 Alcohol/Drug Specialist	1.00	
31 Vocational Specialist/Job Developer	1.00	
32 Housing Specialist	1.00	
33 QI/Training Officer	1.00	
34 Business Office Manager	1.00	
35 Employee Relations Manager	0.50	
36 Administrative Assistant	2.00	
37 Finance Support Tech	1.00	

B. Redline Version to Attachment A

1	Medical Records Clerk	1.00	
2	Data Specialist	1.00	
3	<u>Billing Specialist</u>	<u>1.00</u>	
4	Driver	<u>1.00</u>	
5	SUBTOTAL PROGRAM	36.25	<u>38.25</u>
6			
7	SUBCONTRACTOR		
8	Psychiatrist	1.60	
9			
10	TOTAL FTEs	37.85	<u>39.85</u>

11 //

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

19 F. CONTRACTOR is encouraged to hire program clients, not receiving services directly from
 20 CONTRACTOR, in appropriate positions.

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

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

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

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

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

36 I. CONTRACTOR shall maintain personnel files for each staff person, including the Executive
 37 Director and other administrative positions, which shall include, but not be limited to, an application for

1 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
2 applicable), pay rate, and evaluations justifying pay increases.

3
4 **VI. REPORTS**

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

8 B. FISCAL

9 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
10 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
11 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
12 in the Services paragraph of Exhibit A to this Agreement. Such reports shall also include Direct Service
13 Hours (DSHs) and number of clients by program. The reports shall be received by ADMINISTRATOR
14 no later than twenty (20) calendar days following the end of the month being reported.

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

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

29 D. PROGRAMMATIC - Throughout the term of this Agreement, CONTRACTOR shall submit
30 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
31 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
32 reports shall include a description of CONTRACTOR's progress in implementing the provisions of this
33 Agreement, report of placement and movement of clients along the continuum of services using
34 guidelines for monthly report of the number of 5150 participants, voluntary and involuntary
35 hospitalizations, special incidences, vocational programs, educational programs, direct service hours by
36 staff, chart compliance, number of contacts per member, number of referrals and clients discharged from
37 the program, in addition to any pertinent facts or interim findings, staff changes, status of licenses

1 and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR
2 shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement,
3 and if not, shall specify what steps will be taken to achieve satisfactory progress. CONTRACTOR will
4 submit to ADMINISTRATOR, Department of Mental Health (DMH) outcomes in real time as well as
5 quarterly data certifications.

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

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12 F. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions or issues
13 that adversely affect the quality or accessibility of client-related services provided by, or under contract
14 with, the COUNTY.

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