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REFERENCED CONTRACT PROVISIONS

Term: March 16, 2011~~2010 through March 15,~~ through June 30, 2013

"Period One" means the period from March 16, 2011~~0~~ through June 30, 2011~~0~~

"Period Two" means the period from July 1, 2011~~0~~ through ~~March 15, 2011~~ June 30, 2012

"Period Three" means the period from July 1, 2012 through June 30, 2013

Maximum Obligation:	Period One Maximum Obligation:	\$ 14,583	<u>28,686</u>
	Period Two Maximum Obligation:	35,417	<u>400,000</u>
	Period Three Maximum Obligation:		<u>400,000</u>
TOTAL CONTRACT MAXIMUM OBLIGATION:		\$ 50,000	<u>828,686</u>

Basis for Reimbursement: Fee-for-Service~~s~~

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: The Regents of the University of California
Attn: Child Development Center
19722 MacArthur Boulevard
Irvine, CA 92612

CONTRACTOR's Insurance Coverages:

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

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

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

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

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

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

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

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

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

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

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

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

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

35 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
36 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
37 Agreement.

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

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

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

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

21 D. REIMBURSEMENT STANDARDS

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

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

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

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

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

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

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

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

5 6 **III. CONFIDENTIALITY**

7 A. Each party shall use its best efforts to maintain the confidentiality of all records, including
8 billings and any audio and/or video recordings, in accordance with all applicable federal and state codes
9 and regulations, as they now exist or may hereafter be amended or changed.

10 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
11 Directors or its designee or authorized agent, employees, subcontractors, and volunteer staff or interns of
12 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and
13 all information and records which may be obtained in the course of providing such services. The
14 Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of
15 CONTRACTOR's Board members or its designee, employees, subcontractors, and volunteers or interns.

16 C. However, COUNTY understands and agrees that CONTRACTOR is a public institution,
17 subject to the provisions of the California Public Records Act. In the event CONTRACTOR receives a
18 request to produce this Agreement, or identify any term, condition, or aspect of this Agreement,
19 CONTRACTOR will contact COUNTY, within forty-eight (48) hours to advise of such request to
20 release this information.

21 22 **IV. ~~CULTURAL COMPETENCY~~ COST REPORT**

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

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

34 a. CONTRACTOR may be assessed a late penalty of one hundred dollars (\$100) for each
35 business day after the above specified due date that the accurate and complete Cost Report is not
36 submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late

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

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

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

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

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

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

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

35 E. If the Cost Report for the period indicates the actual and reimbursable costs of services provided
36 pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of

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interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY for the period.

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

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

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

Signed _____
Name _____
Title _____
Date _____"

V. DELEGATION, ASSIGNMENT ~~AND SUBCONTRACTS~~ AND SUBCONTRACTS

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

B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty

1 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall
2 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
3 derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments otherwise
4 due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

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

11 12 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

23 24 **VII. EQUIPMENT**

25 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
26 moveable property of a relatively permanent nature with significant value. Equipment which costs
27 \$5,000 or over, including sales taxes, freight charges and other taxes are considered Fixed Assets.
28 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are
29 considered Minor Equipment or Controlled Assets. The cost of Equipment purchased, in whole or in
30 part, with funds paid pursuant to this Agreement shall be depreciated according to generally accepted
31 accounting principles.

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

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

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

11 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
 12 inventories of Loaned Equipment. EQUIPMENT shall be tagged with a COUNTY issued tag. Upon
 13 demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned Equipment to
 14 COUNTY.

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

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

23 **VIII. EXPENDITURE FACILITIES, PAYMENTS AND REVENUE REPORT SERVICES**

24 ~~A. No later than sixty (60) calendar days following termination of each fiscal year or termination of~~
 25 ~~this Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only,~~
 26 ~~an Expenditure and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall~~
 27 ~~be prepared in accordance with the procedure that is provided by ADMINISTRATOR and generally~~
 28 ~~accepted accounting principles.~~

29 ~~B. CONTRACTOR may be required to submit periodic Expenditure Revenue Reports throughout~~
 30 ~~the term of the Agreement.~~

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

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

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

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

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

25 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is self-
26 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of
27 insurance covering its operations placed with reputable insurance companies in amounts as specified ~~on~~
28 Page 3 in the Referenced Contract Provisions paragraph of this Agreement. Upon request by
29 ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.

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

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

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

36 ~~3. "This insurance shall not be cancelled, limited or non-renewed until after thirty (30)~~
37 ~~calendar days written notice has been given to Orange County HCA/ Contract Development and~~

1 ~~Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637.”~~

2 ~~— F. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be~~
 3 ~~mailed to COUNTY as referenced on Page 3 of this Agreement.~~

5 **X. INSPECTIONS AND AUDITS**

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

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

19 C. COUNTY may provide CONTRACTOR with at least seventy-two (72) hours notice of such
 20 inspections or evaluations. Unannounced inspections, evaluations, or requests for information may be
 21 made in those exceptional situations where arrangements of an appointment beforehand is clearly not
 22 possible or clearly inappropriate due to the nature of the inspection or evaluation.

23 D. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of
 24 services.

25 E. AUDIT RESPONSE

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

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

XI. LICENSES AND LAWS

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

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

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

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an

1 interest of ten percent (10%) or more in the contracting entity;

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

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

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

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

15 **XII. LITERATURE AND ADVERTISEMENTS**

16 A. Any written information or literature, including educational or promotional materials,
17 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
18 to this Agreement must be approved in advance and in writing by ADMINISTRATOR before
19 distribution. For the purposes of this Agreement, distribution of written materials shall include, but not
20 be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the
21 Internet. Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR
22 consents thereto in writing.
23

24 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
25 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
26 Agreement must be approved in advance and in writing by ADMINISTRATOR.
27

28 **XIII. MAXIMUM OBLIGATION**

29 The Maximum ~~Obligation(s)~~ Obligations of COUNTY for services provided in accordance with this
30 Agreement during Period One, Period Two, and Period ~~Two~~ Three are as specified on Page 3 of this
31 Agreement.
32

33 **XIV. NONDISCRIMINATION**

34 A. EMPLOYMENT

35 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
36 discriminate against any employee or applicant for employment because of his/her ethnic group
37 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),

1 sexual preference, medical condition, or physical or mental disability. CONTRACTOR shall warrant
2 that the evaluation and treatment of employees and applicants for employment are free from
3 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment
4 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,
5 including apprenticeship. There shall be posted in conspicuous places, available to employees and
6 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal
7 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

14 3. CONTRACTOR shall give written notice of its obligations under this Equal Opportunity
15 Clause to each labor union with which CONTRACTOR has a collective bargaining agreement.

16 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
17 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
18 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age
19 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with
20 Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d) and all other pertinent rules and
21 regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all
22 may now exist or be hereafter amended or changed.

23 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
24 §504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et
25 seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the
26 prohibition of discrimination against qualified persons with disabilities, as they exist now or may be
27 hereafter amended together with succeeding legislation.

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

33 E. Upon a finding of discrimination by the Equal Employment Opportunity Commission, State
34 Department of Fair Employment and Housing, or a court of competent jurisdiction, and after exhaustion
35 of any and all appeals, this Agreement may be cancelled, terminated or suspended in whole or in part
36 and CONTRACTOR may be declared ineligible for future contracts involving federal, state, or county
37 funds.

1
2 **XV. NOTICES**

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

5 1. When written and deposited in the United States mail, first class postage prepaid and
6 addressed as specified ~~on Page 3~~ in the Referenced Contract Provisions paragraph of this Agreement or
7 as otherwise directed by ADMINISTRATOR;

8 2. When faxed, transmission confirmed;

9 3. When sent by electronic mail; or

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

12 B. Termination Notices shall be addressed as specified ~~on Page 3~~ in the Referenced Contract
13 Provisions paragraph of this Agreement or as otherwise directed by ADMINISTRATOR and shall be
14 effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail,
15 Federal Express, United Parcel Service, or other expedited delivery service.

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

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

22 //

23 **XVI. NOTIFICATION OF DEATH**

24 A. NON-TERMINAL ILLNESS DEATH

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

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

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

35 B. TERMINAL ILLNESS DEATH

36 1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,
37 or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of

1 any person served hereunder. The Notification of Terminal Illness Death shall contain the name of the
 2 deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of
 3 CONTRACTOR's officers or employees with knowledge of the incident.

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

8 **XVII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

17 **XVIII. RECORDS MANAGEMENT AND MAINTENANCE**

18
 19 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
 20 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
 21 accordance with this Agreement and all applicable requirements, which include, but are not limited to:

22 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
 23 75055(a), 75343(a), and 77143(a).

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

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

28 4. State of California, Health and Safety Code §123145.

29 5. 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

37 C. CONTRACTOR's patient records shall be maintained in a secure manner. CONTRACTOR

1 shall maintain patient records and must establish and implement written record management procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 **XIX. SEVERABILITY**

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

14 **XX. SPECIAL PROVISIONS**

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

17 ~~1. Purchasing or improving land, including constructing or permanently improving any~~
18 ~~building or facility, except for tenant improvements.~~

19 ~~2. Providing inpatient hospital services or purchasing major medical equipment.~~

20 ~~3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal~~
21 ~~funds (matching).~~

22 ~~4.~~

23 1. Making cash payments to intended recipients of services through this Agreement.

24 ~~5. Contracting or subcontracting with any entity other than a public or nonprofit private entity.~~

25 ~~6.~~

26 2. Lobbying any governmental agency or official, or making political contributions.

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

30 ~~3. Supplanting current funding for existing services.~~

31 ~~4. Fundraising.~~

32 ~~5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~
33 ~~CONTRACTOR's staff, volunteers, or members of the Board of Directors.~~

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

36 ~~7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,~~
37 ~~subcontractors, and members of the Board of Directors or its designee or authorized agent, or making~~

1 salary advances or giving bonuses to CONTRACTOR's staff.

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

5 ~~8. Supplanting current funding for existing services.~~

6 ~~9. Fundraising.~~

7 ~~10. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~
 8 ~~CONTRACTOR's staff or members of the Board of Directors.~~

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

12 ~~12. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or~~
 13 ~~services.~~

14 ~~13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or~~
 15 ~~alcohol.~~

16 ~~14. Promoting the legalization of any drug or other substance included in Schedule 1 of~~
 17 ~~Section 202 of the Controlled Substance Act (21 USC 812).~~

18 ~~15. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic~~
 19 ~~injection of any illegal drug.~~

20 ~~16. Assisting, promoting, or deterring union organizing.~~

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

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

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

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

28 ~~4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~
 29 ~~CONTRACTOR's clients.~~

30 ~~5. Funding travel or training (excluding mileage or parking) not approved by~~
 31 ~~ADMINISTRATOR.~~

32 ~~6. Making phone calls outside of the local area unless documented to be directly for the~~
 33 ~~purpose of client care.~~

34 ~~7. Payment for grant writing, consultants, Certified Public Accounting certified public~~
 35 ~~accounting, or legal services not approved in advance by ADMINISTRATOR.~~

36 ~~8. Purchase of artwork or other items that are for decorative purposes and do not directly~~
 37 ~~contribute to the quality of services to be provided pursuant to this Agreement.~~

~~C. Neither party shall be responsible for delays or failures in performance resulting from acts beyond control of the offending party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public related utility, or governmental statutes or regulations super imposed after the fact.~~

#

XXI. STATUS OF CONTRACTOR

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

XXII. TERM

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

XXIII. TERMINATION

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

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

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

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

1 another entity without the prior written consent of COUNTY.

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

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

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

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

12 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 ~~9. Provide written notice of termination of services to each client being served under this~~
10 ~~Agreement, within fifteen (15) calendar days of receipt of Termination Notice by ADMINISTRATOR.~~
11 ~~A copy of the notice of termination of services to each client must also be provided to~~
12 ~~ADMINISTRATOR within the fifteen (15) calendar day period.~~

13 G. The rights and remedies of COUNTY with respect to termination of this Agreement due to a
14 violation of the Health Insurance Portability and Accountability Act are as set forth in Exhibit B to this
15 Agreement and are in addition to the rights and remedies of COUNTY provided in this Termination
16 paragraph.

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

19
20 **XXIV. THIRD PARTY BENEFICIARY**

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

23
24 **XXV. WAIVER OF DEFAULT OR BREACH**

25 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
26 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
27 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
28 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
29 Agreement.

30 //
31 //
32 //
33 //
34 //
35 //
36 //

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

3
4 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
5 CHILD DEVELOPMENT CENTER

6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11 BY: _____ DATED: _____

12
13 TITLE: _____

14
15 COUNTY OF ORANGE

16
17 BY: _____ DATED: _____

18 CHAIR OF THE BOARD OF SUPERVISORS

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

24 _____ DATED: _____

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

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

32 BY: _____ DATED: _____

33 DEPUTY

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

EXHIBIT A
TO AGREEMENT WITH
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
CHILD DEVELOPMENT CENTER
MARCH 16, 2011 THROUGH ~~MARCH 15, 2011~~ JUNE 30, 2013

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. Activity Form means a data collection form ~~which tracks~~ used to track each activity in which the group and/or individual participate.

B. Administrative Service Organization means a designated organization that oversees and manages the administrative functions of a program and/or service.

C. Admission means ~~documentation by CONTRACTOR, of~~ completion of the entry, and/or intake ~~and/or evaluation documents as appropriate~~ process for program participants.

D. Assessment means a professional review and evaluation of an individual's mental health needs and conditions in order to determine the most appropriate course of services, ~~if indicated, and may ascertain eligibility for specific programs.~~

E. At Risk means a state of high stressor and low protective factor that would increase likelihood of development of a mental illness.

F. Early Intervention means the act of intervening, interfering or interceding ~~early~~ at the manifestation of a mental health illness, with the intent of measurably improving a mental health problem ~~or concern very early in its manifestation~~ or to prevent a mental health problem from getting worse.

G. Engagement means the process by which a trusting relationship between a worker and participant is established with the goal to link the participant to appropriate services.

H. Enrollment means the ~~documentation and/or~~ data entry of ~~participants' involvement a~~ participant's program information into ~~a County approved~~ COUNTY's Prevention and Intervention ~~Database for purposes of record keeping, quality improvement, and outcome evaluation~~ recording and tracking a participant's involvement in the program.

I. Evaluation means the systematic investigation of the value and impact of an intervention or program.

J. Evidence-based Practice means the range of treatment and services of well-documented effectiveness. An evidence-based practice has quantitative and qualitative data showing positive outcomes and has been subject to expert/peer review that has determined that a particular approach or strategy has a significant level of evidence of effectiveness.

K. Family Member means any traditional and/or non-traditional support system, significant other,

1 or natural support designated by the participant.

2 L. Group Contacts mean two (2) to twelve (~~2-12~~) people meeting on behalf of a participant. This
3 can include case management, education and/or support of family/loved one or similar activities.

4 M. Group Intervention means intensive group instructional strategies and support for a smaller
5 number of ~~students~~ children who are at risk (~~about fifteen to twenty percent [15% - 20%]~~) and who do not
6 respond to the primary prevention strategies alone. Strategies include the use of small group
7 participation for those who demonstrate persistent vulnerabilities.

8 N. Health Education means practice of educating and teaching individuals and groups of people
9 about behaviors conducive to the promotion, maintenance, and restoration of good physical and mental
10 health.

11 O. Individual Intervention means intensive individual instructional strategies and support for ~~the~~
12 ~~three to five percent (3% - 5%) of students~~ children who have serious and persistent behavioral and
13 academic challenges.

14 P. Information Dissemination means the distribution of a collection of facts or data.

15 Q. Intake means the initial meeting between a participant and a worker to evaluate a participant's
16 issue of concern and determine how a program could best meet his-~~or~~/her needs.

17 R. Level of Well-being means the state of satisfaction, happiness, and/or in control that a
18 participant feels about his/her present situation/condition as measured by a validated instrument/scale.

19 S. Linkage to Services means ~~linkage will be made~~ the process of linking a participant to other
20 pertinent services such as support services as self-help groups, social services, residential services,
21 rehabilitation services, vocational services, job training services, or other appropriate services.

22 T. Live Scan means the technique and the technology used by law enforcement agencies and
23 private facilities to ~~opt~~ acquire fingerprints and palm prints electronically, ~~without the need for the more~~
24 ~~traditional method of ink and paper.~~

25 U. Media Events mean culturally relevant activities conducted by CONTRACTOR which are
26 coordinated with and publicized by the media, including radio and TV appearances.

27 V. Mental Health Problem means diminished cognitive, emotional, or social abilities, but not to the
28 extent that the criteria for a mental disorder are met.

29 W. Mental Health Services Act (MHSA) means the law that provides funding for expanded
30 community mental health services. ~~It is,~~ also known as "Proposition 63."

31 X. Month of Full Time School means the completion of the specific calendar month's number of
32 school days.

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

36 Z. Outreach means the face-to-face contact with potential participants to link them to appropriate
37 mental health services ~~and,~~ which may include activities that involve educating the community about the

1 services offered and requirements for participation in the program~~s~~.

2 AA. Participant means an individual enrolled in a program and who engages in activities aimed at
3 preventing and/or eliminating the development of mental illness.

4 AB. Participant Advocacy means the provision of education and referral services to assist
5 participants in getting appropriate care and services.

6 AC. Positive Behavioral Intervention Supports means a systems approach utilizing both systemic and
7 individualized strategies for achieving social, behavioral and learning outcomes for ~~students~~ children,
8 staff, families and community.

9 AD. Presentation/Speaking Engagement means structured, culturally-appropriate mental health
10 education and prevention activities directed to participants.

11 AE. Prevention means the ~~Prevention element of the MHSA PEI component and includes programs~~
12 ~~and services aimed at reducing risk factors or stressors, building protective factors and skills, and~~
13 ~~increasing support~~ group or individual interventions that occur before the initial onset of a mental health
14 disorder. Prevention promotes positive cognitive, social, and emotional development and encourages a
15 state of well-being that allows the individuals to function well in the face of changing and sometimes
16 challenging circumstances.

17 AF. Program Protocol means the written program description, goals, objectives, and policies
18 established by CONTRACTOR for the program provided pursuant to this Agreement.

19 AG. Protected Health Information (PHI) means individually identifiable health information usually
20 transmitted by electronic media maintained in any medium as defined in the regulations or for an entity,
21 such as a health plan, transmitted or maintained in any other medium. It is created or received by a
22 covered entity and relates to the past, present, or future physical or mental health or condition of an
23 individual, provision of health care to an individual, or the past, present, or future payment for health
24 care provided to an individual.

25 AH. Referral means the process of sending an individual from one service to another for health care,
26 mental health, and/or other support services.

27 AI. Request means an act of asking for a Prevention and Early Intervention service to be rendered to
28 a prospective participant.

29 AJ. Resilience means the personal qualities of optimism and hope and the personal traits of good
30 problem solving skills that lead individuals to live, work and learn with a sense of mastery and
31 competence.

32 AK. Resource Linkage means the process of researching and linking a participant with community
33 resources to meet his/her needs.

34 AL. School Failure means the process of an individual experiencing continued lack of academic
35 success and achievement based on learning disabilities, emotional disorders, family stress, and/or other
36 conditions that, if not resolved, may result in suspension, truancy, and/or expulsion.

37 #

1 AM. School-based Interventions means a comprehensive approach to enhance regular classroom
 2 strategies to enable learning; supports ~~students~~ children during vulnerable periods of transitions (e.g. to a
 3 new school or to a new class); increases and strengthens home and school connections; identifies and
 4 supports trauma-exposed ~~students~~ children; responds to and prevents crises; increases and strengthens
 5 community involvement and support and facilitates ~~students'~~ children' and family's access to effective
 6 services and special assistance as needed.

7 AN. Social Support means assistance that may include companionship, emotional backing, cognitive
 8 guidance, material aid and special services.

9 AO. Training means the action or method used to transfer ~~of skills~~ and/or knowledge to ~~the~~ a target
 10 audience.

11 AP. Transitional Age Youth means participants age sixteen (16) through twenty-five (25) years of age.

12 AQ. Trauma-Exposed Individuals mean those who are exposed to traumatic events or prolonged
 13 traumatic conditions, including grief, loss and isolation, including those who are unlikely to seek help
 14 from any traditional mental health service.

15 AR. Unduplicated Participant/~~Client~~ means an individual that is counted only once, despite how
 16 many programs the individual is enrolled in ~~programs~~ during a contractual agreement period.

17 AS. Unit of Service means the number and/or type of activities ~~to be implemented by the~~
 18 CONTRACTOR ~~to will~~ fulfill during a contractual agreement period.

19 II. PAYMENTS

21 A. BASIS FOR REIMBURSEMENT -- COUNTY shall pay CONTRACTOR, monthly in arrears,
 22 ~~\$2,004~~ for Phase I services provided as specified in the Services paragraph of this Exhibit A, at the rate
 23 of \$125.00 for each Intake Assessment, \$480.00 for each Parent Training, and \$480.00 for each Social
 24 Skills Training, per ~~student~~ child, for Period One, Period Two and Period Three; and for Phase II services
 25 provided as specified in the Services paragraph of this Exhibit A, at the rate of \$1,928.00 per ~~month~~ child
 26 upon the completion of a month of full time school for Period One, Period Two and Period Three; or at
 27 ADMINISTRATOR'S discretion, any prorated portion thereof, provided the total of such payments shall
 28 not exceed the COUNTY's Maximum Obligation for each Period as set forth ~~on Page 3~~ in the Referenced
 29 Contract Provisions paragraph of this Agreement.

30 B. CONTRACTOR's billings shall be on a form approved or ~~supplied~~ provided by
 31 ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Billings
 32 are due by the ~~tenth (10th)~~ twentieth (20th) business day of each month, and payments to CONTRACTOR
 33 shall be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly
 34 completed billing form.

35 C. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
 36 with any provision of this Agreement.

37 D. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration

1 and/or termination of this Agreement, except as may otherwise be provided under this Agreement.

2 ~~E. CONTRACTOR shall reimburse the COUNTY for any monies paid to the CONTRACTOR for~~
3 ~~services not provided or services that do not meet the Agreement requirements.~~

4 ~~F. Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter~~
5 ~~disputing any items or services involved or billed under the Agreement and shall not be construed as~~
6 ~~acceptance of any part of services.~~

7 F. Monthly payments are interim payments only, and subject to final settlement in accordance with
8 the Cost Report paragraph of this Agreement.

9 G. All billings to COUNTY shall be supported at CONTRACTOR's facility, by source
10 documentation including, but not limited to, ledgers, journals, invoices, receipts, and records of services
11 provided. ADMINISTRATOR may require CONTRACTOR to submit documentation in support of
12 monthly billing.

13 //

14 **III. SERVICES**

15 A. FACILITY = CONTRACTOR shall maintain one (1) facility for the provision of services
16 described herein and as specified in the Facilities, Payments and Services paragraph of this Agreement,
17 at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

18 The Regents of the University of California, Irvine
19 Child Development Center (UCI CDC)
20 19262 Jamboree Road
21 Irvine, CA 92612

24 B. ~~The facility shall include space to support the services identified within this Agreement.~~

25 ~~C. Contractor~~ CONTRACTOR shall provide subject services to those ~~students~~ children, ages five
26 (5) to thirteen (13), and their families ~~of~~ who reside in Orange County that have been identified by the
27 CONTRACTOR as beginning to show moderate or serious signs of emotional and behavioral
28 disturbance and will benefit from the academic program described below.

29 C. POSITIVE BEHAVIORAL INTERVENTION SERVICES (PBIS) – A regular educational
30 school experience ~~D. The University of California, Irvine – Child Development Center (UCI CDC)~~

31 ~~will provide Positive Behavioral Intervention Services that include academic support, social skills~~
32 ~~development, parent training, and academic transitional support services. A regular education school~~
33 ~~experience will be provided~~ with modifications to meet the psychosocial and academic needs of children
34 and families with challenges in attention, behavior and learning or Attention Deficit/Hyperactivity
35 Disorder (ADHD). Program goals ~~will include normalizing~~ are to normalize participants' classroom
36 behavior through general and individualized accommodations; teaching children social skills that will
37 enhance interpersonal relations; providing parents with training to assist with competence and

1 confidence in implementing behavior modification strategies, ~~and~~; provide program participants with
 2 guidance and assistance with transitioning to the next academic setting. ~~Secondary goals of the UCI-~~
 3 ~~CDC School program include reducing; reduce~~ family and marital stress, ~~improving; and improve~~
 4 overall family relationships, ~~and reducing substance abuse and misuse;~~

5 ~~1. E. PHASE I~~ CONTRACTOR shall ~~develop procedures for and train all staff in~~
 6 ~~behavioral intervention techniques including how to use and score the Swanson, Nolan, and Pelham~~
 7 ~~Rating Scale (SNAP-IV);~~

8 ~~F. CONTRACTOR shall conduct on-going evaluations of the program, audits and provide analysis~~
 9 ~~to ADMINISTRATOR as requested;~~

10 ~~G. CONTRACTOR shall ensure that all staff take COUNTY's Annual Provider Training and~~
 11 ~~Annual Compliance Training;~~

12 ~~H. CONTRACTOR shall attend;~~

13 ~~1. Meetings requested by County staff to address any aspect of~~ the following PHASE I
 14 services;

15 ~~2. Meetings with Prevention & Intervention Program staff and ADMINISTRATOR to discuss~~
 16 ~~contractual and other issues related to, but not limited to compliance with policies and procedures,~~
 17 ~~statistics and program services;~~

18 ~~I. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to~~
 19 ~~conduct research activity on COUNTY participants without obtaining prior written authorization from~~
 20 ~~ADMINISTRATOR;~~

21 ~~J.~~ a. Intake Assessment – CONTRACTOR shall identify and assess potential
 22 participants, who ~~meet the first criteria and one or more of the following four criteria;~~

23 ~~1. Demonstrate demonstrate~~ financial need ~~as defined by qualifications for the~~ by California
 24 ~~Education and Welfare Code, Title I services,~~ evidenced by the need for free or reduced cost lunch
 25 program in home school district; and one (1) or more of the following four (4) criteria:

26 ~~2.~~ 1) Demonstrate behavioral challenges that are impairing ~~student~~ child in his/her
 27 regular education placement;

28 ~~3.~~ 2) Demonstrate impaired social competencies as defined by social relationship
 29 problems, difficulty establishing and maintaining meaningful relationships with family, peers, adult care
 30 providers and educators;

31 ~~4. Experience~~ 3) Demonstrate family discord associated with loss of employment,
 32 divorce or separation, domestic violence, or ~~experiencing~~ some other traumatic or violent situation; and

33 ~~5. Need~~ 4) Demonstrate the need for parent training as determined by ~~the~~
 34 ~~UCI CDC School staff~~ CONTRACTOR or referring partner organizations.

35 b. After identifying potential participants CONTRACTOR shall;

36 1) Conduct a team review assessment of risk and impairment as measured by a variety
 37 of evaluation tools and questionnaires;

2) Conduct a semi-structured psychological interview with the family to determine degree of risk of mental health diagnosis; and

3) Conduct a one (1) day school observation visit to “shadow” school program to acclimate the child to the school setting.

c. Initial Parent Training (8-week session) – CONTRACTOR shall meet with the child’s parents in a group setting on one (1) evening each week prior to or during the child’s enrollment in CONTRACTOR’s program. CONTRACTOR shall provide parents with instruction on how to work with their child to develop problem solving strategies and techniques, and CONTRACTOR’s support staff shall guide parents during the multiple family group sessions to demonstrate and practice those strategies and techniques. CONTRACTOR shall make individual workshop sessions available to parents as necessary.

d. Social Skills Training (8-week session) – CONTRACTOR shall provide participants with social skills training in a peer group setting to enhance their social and emotional relationships with peers, siblings, parents, and others. Participants will be taught strategies and skills for demonstrating, accepting, cooperation, and problem solving.

~~K. Contractor~~

2. PHASE II – CONTRACTOR shall provide the following ~~five~~ PHASE II services:

~~1~~ a. Classroom Academic Support Services ~~will~~ CONTRACTOR shall provide a regular education setting using a modified California ~~Standards-Based~~ standards-based curriculum to meet the needs of children with impaired compliance, productivity, and relationships due to challenges with attention, behavior, and learning~~challenges~~. Classroom activities will be designed to normalize classroom behavior, help participants access California ~~Standards-Based~~ standards-based curriculum and increase classroom productivity. Each classroom will consist of fifteen (15) children and will be conducted by a credentialed teacher with extensive training/experience in applied behavior analysis. ~~In addition, each~~ Each classroom will be supported by two ~~Behavior Specialists~~ (2) behavior specialists trained to work with the target population. Classroom modification will be made to meet the need of program participants.

~~a.~~ 1) Specific modifications will include:

~~1) A five~~ a) Five to one (5:1) ratio of positive to negative feedback throughout each school day;

~~2) A structured~~ b) Structured token economy where feedback on individualized target behaviors occurs every thirty (30) minutes;

~~3~~ c) “Time-outs” from the token economy to modify undesirable behaviors;

~~4~~ d) Development of behavior self-monitoring techniques to encourage reflective cognition;

~~5~~ e) School-based daily reinforcement of behavioral choices, daily “report card” feedback to parents to allow home-based reinforcement of school behavior;

1 ~~_____ d. opportunities~~
2 _____ 3) Opportunities to serve as a paid ~~Junior Counselor~~ junior counselor in the ~~Summer~~
3 ~~Treatment Session~~ summer session.

4 ~~_____ D. _____ 6. Child~~ CONTRACTOR shall require parents to attend weekly multiple family group
5 classes for the duration of the program.

6 _____ E. CONTRACTOR shall provide child care ~~will be provided~~ to ensure parent's attendance ~~by~~
7 ~~parents~~ to all required classes.

8 _____ F. CONTRACTOR shall complete the following units of service ~~_____ 7. Units _____ of~~
9 ~~Service:~~ for each enrolled child, ~~services will include the following:~~

10 ~~_____ a. two~~ 1. Two hundred ~~twenty (220)~~ twelve (212) days of year-round full time school day
11 ~~program during regular school year;~~

12 ~~_____ b. thirty (30) days of full school day program during summer session;~~

13 ~~_____ 2. _____ e. six (6)~~ Eight (8) initial parent group sessions – two (2) hours each;

14 ~~_____ d. twenty-six (26)~~

15 multi-family group sessions – ~~two (2) hours~~ one (1) hour each;

16 ~~_____ e. initial assessment, hours to be determined;~~

17 ~~_____ f. up~~

18 _____ 4. Transitional Plan Referral Behavioral Health Assessments – weekly, forty-four (44) total;

19 _____ 5. Referral to educational therapy – internal or external as needed;

20 _____ 6. Referral to individual cognitive-behavioral therapy – internal or external as needed;

21 ~~_____ 7. Up to five (5) individual meetings for child or family; and~~

22 ~~_____ g. transition and follow up services as needed and described above, units of services to be~~
23 ~~determined.~~

24 _____ 8. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to ~~adjust~~ modify
25 the Units of Service, ~~staffing subparagraphs and approved implementation plan set forth~~ referenced in
26 ~~contract for each service~~ subparagraph F. above.

27 ~~_____ L. It is anticipated that this contract will~~

28 _____ G. CONTRACTOR shall develop procedures for and train all staff in behavioral intervention
29 techniques including how to use and score the Swanson, Nolan, and Pelham Rating Scale (SNAP-IV).

30 _____ H. CONTRACTOR shall conduct on-going evaluations of the program, and provide ~~full~~ analysis to
31 ADMINISTRATOR as requested.

32 _____ I. CONTRACTOR shall ensure all CONTRACTOR's staff that provides services ~~for up to two (2)~~
33 ~~children~~ pursuant to this Agreement complete COUNTY's Annual Provider Training and Annual
34 Compliance Training.

35 _____ J. CONTRACTOR shall attend monthly meetings with ADMINISTRATOR to discuss contractual
36 and other issues related to, but not limited to compliance with policies and procedures, statistics and
37 program services.

1 K. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors to
 2 conduct research activity on COUNTY participants without obtaining prior written authorization from
 3 ADMINISTRATOR.

4 L. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a
 5 manner that is culturally and linguistically appropriate for the population(s) served.

6 M. OUTCOME MEASURES – CONTRACTOR shall track and implement COUNTY approved
 7 outcome measures across all services. =Outcome measures shall include, but are not limited to: =A,
 8 Transition Consumer Satisfaction Survey (TCSS); ~~the~~ Swanson, Nolan, and Pelham Rating Scales
 9 (SNAP-IV); and follow-up telephone interviews. The TCSS will be used to measure overall participant
 10 satisfaction as well as assist and guide ~~program~~ CONTRACTOR's staff in modifying and developing
 11 new programs and infrastructures. The SNAP-IV is used to measure symptoms of Attention Deficit
 12 Hyperactivity Disorder and Oppositional Defiant Disorder as defined by the Diagnostic and Statistical
 13 Manual, Fourth Edition, Text Revision (DSM-IV-TR). It will be administered at admission and
 14 discharge by ~~program~~ CONTRACTOR's staff. The follow-up telephone interviews by
 15 ~~program~~ CONTRACTOR's staff will be used to measure the ability of the child and family to generalize
 16 skills and services obtained in the course to the next academic setting. Additional measures of
 17 participant satisfaction will be explored for use. All data regarding outcomes will be transmitted to
 18 ~~County~~ COUNTY using mutually developed formats and established report dates.

19 N. Client Grievance Review and Resolution Policy

20 – ~~1. CONTRACTOR shall adhere to the Client Grievance Review and Resolution Policy~~
 21 ~~established by ADMINISTRATOR.~~

22 – ~~2. CONTRACTOR shall establish and maintain a Client Grievance Resolution Policy and~~
 23 ~~document that any participant to whom services are provided under the terms of this Agreement has~~
 24 ~~received the policy and that CONTRACTOR'S final decision related to a grievance. Contractor~~
 25 ~~CONTRACTOR shall submit a copy of its Client Grievance Resolution Policy to ADMINISTRATOR~~
 26 ~~within thirty (30) calendar days of the effective date of this Agreement and within fifteen (15) calendar~~
 27 ~~days of the adoption by CONTRACTOR of any revisions to the policy. CONTRACTOR's Client~~
 28 ~~Grievance Resolution Policy is subject to approval by ADMINISTRATOR for the purpose of~~
 29 ~~maintaining consistency with established standards and policies.~~

30 //

31 IV. REPORTS

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

35 B. PROGRAMMATIC REPORTS – ~~Throughout the term of this Agreement,~~ CONTRACTOR
 36 shall submit monthly programmatic reports to ADMINISTRATOR, ~~which shall be received by~~
 37 ~~ADMINISTRATOR~~ no later than ~~ten (10) calendar days~~ the twentieth (20th) business day of each month

1 following the end of the month being reported. Programmatic reports shall be in a format(=) approved
2 by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing
3 the provisions of this Agreement, and any pertinent facts or interim findings, staff changes, status of
4 licenses and/or certifications, units of service, and changes in population served and reasons for any such
5 changes. CONTRACTOR shall be prepared to present and discuss the# programmatic reports at the#
6 monthly scheduled meetings with ADMINISTRATOR ~~and shall state,~~ to include whether or not
7 ~~CONTRACTOR~~ is progressing satisfactorily in achieving all the terms of this Agreement, and if not,
8 ~~shall~~ specify what steps are being taken to achieve satisfactory progress.

9 C. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall
10 ~~make~~ submit such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's
11 activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of
12 information requested and allow twenty (20) calendar days for CONTRACTOR to respond.

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

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