

**AGREEMENT FOR PROVISION OF
POSITIVE BEHAVIORAL INTERVENTION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
CHILD DEVELOPMENT CENTER
MARCH 16, 2010 THROUGH MARCH 15, 2011**

THIS AGREEMENT entered into this 16th day of March, 2010, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation (CONTRACTOR) for the UNIVERSITY OF CALIFORNIA, IRVINE (UCI), CHILD DEVELOPMENT CENTER (COLLEGE). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Positive Behavioral Intervention Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: March 16, 2010 through March 15, 2011

"Period One" means the period from March 16, 2010 through June 30, 2010

"Period Two" means the period from July 1, 2010 through March 15, 2011

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

Basis for Reimbursement: Fee for Services

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

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. COMPLIANCE

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

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

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

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

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

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

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

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

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

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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.

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

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

4
5 **III. CONFIDENTIALITY**

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

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

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

20
21 **IV. CULTURAL COMPETENCY**

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

28
29 **V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

13 14 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

25 26 **VII. EQUIPMENT**

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

34 B. CONTRACTOR shall obtain Administrator's prior written approval to purchase any Equipment
35 with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall
36 forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
37 documentation, which includes delivery date, unit price, tax, shipping, serial numbers, etc.

1 CONTRACTOR shall request an applicable asset tag (Fixed or Controlled) for said Equipment and shall
2 include each purchased asset in an Equipment inventory.

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

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

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

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

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

25
26 **VIII. EXPENDITURE AND REVENUE REPORT**

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

32 B. CONTRACTOR may be required to submit periodic Expenditure-Revenue Reports throughout
33 the term of the Agreement.

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

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

7
8 **X. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

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

10
11 **XI. INSPECTIONS AND AUDITS**

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

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

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

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

31 **E. AUDIT RESPONSE**

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

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1 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
2 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
3 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
4 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
5 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
6 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
7 reimbursement due COUNTY.
8

9 **XII. LICENSES AND LAWS**

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

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

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

1 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

22
23 **XIII. LITERATURE AND ADVERTISEMENTS**

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

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

34
35 **XIV. MAXIMUM OBLIGATION**

36 The Maximum Obligation(s) of COUNTY for services provided in accordance with this Agreement
37 during Period One and Period Two are as specified on Page 3 of this Agreement.

XV. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

6
7 **XVI. NOTICES**

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

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

16 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
17 otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or
18 when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
19 expedited delivery service.

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

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

26
27 **XVII. NOTIFICATION OF DEATH**

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

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

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

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37 //

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

4 **B. TERMINAL ILLNESS DEATH**

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

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

14
15 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

23
24 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

28 //

29 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
30 75055(a), 75343(a), and 77143(a).

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

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

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

36 5. 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

37 //

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

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

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

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

15 F. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the
16 definition of medical records and identified this new record set as a Designated Record Set (DRS).
17 CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,
18 participants and patients be provided the right to access or receive a copy of their DRS and/or request
19 addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a
20 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 G. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
27 security of personally identifiable information (hereinafter "PII") and/or protected health information
28 (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
29 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
30 and email or facsimile.

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

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

37 //

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

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

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

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

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

15 16 **XX. SEVERABILITY**

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

22 23 **XXI. SPECIAL PROVISIONS**

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

- 26 1. Purchasing or improving land, including constructing or permanently improving any
27 building or facility, except for tenant improvements.
- 28 2. Providing inpatient hospital services or purchasing major medical equipment.
- 29 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
30 funds (matching).
- 31 4. Making cash payments to intended recipients of services through this Agreement.
- 32 5. Contracting or subcontracting with any entity other than a public or nonprofit private entity.
- 33 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
34 and reports in compliance with this requirement pursuant to Title 31, U.S.C.A, Section 1352 (e.g.,
35 limitation on use of appropriated funds to influence certain federal contracting and financial
36 transactions).

37 //

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

4 8. Supplanting current funding for existing services.

5 ~~9. Fundraising.~~

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

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

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

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

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

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

19 16. Assisting, promoting, or deterring union organizing.

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

22 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
23 CONTRACTOR's clients.

24 2. Funding travel or training (excluding mileage or parking) not approved by
25 ADMINISTRATOR.

26 3. Making phone calls outside of the local area unless documented to be directly for the
27 purpose of client care.

28 4. Payment for grant writing, consultants, Certified Public Accounting, or legal services not
29 approved in advance by ADMINISTRATOR.

30 5. Purchase of artwork or other items that are for decorative purposes and do not directly
31 contribute to the quality of services to be provided pursuant to this Agreement.

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

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XXII. STATUS OF CONTRACTOR

1
2 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
3 wholly responsible for the manner in which it performs the services required of it by the terms of this
4 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
5 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
6 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
7 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
8 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
9 subcontractors as they relate to the services to be provided during the course and scope of their
10 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
11 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
12 be COUNTY employees.

13
14 **XXIII. TERM**

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

20
21 **XXIV. TERMINATION**

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

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

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

- 30 1. The loss by CONTRACTOR of legal capacity.
31 2. Cessation of services.
32 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
33 another entity without the prior written consent of COUNTY.
34 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
35 required pursuant to this Agreement.
36 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this
37 Agreement.

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

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

7 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

35 8. To the extent services are terminated, cancel outstanding commitments covering the
36 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
37 commitments which relate to personal services. With respect to these canceled commitments,

1 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
2 arising out of such cancellation of commitment which shall be subject to written approval of
3 ADMINISTRATOR.

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

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

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

14
15 **XXV. THIRD PARTY BENEFICIARY**

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

18
19 **XXVI. WAIVER OF DEFAULT OR BREACH**

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

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

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

6 BY: AK Dayman DATED: 2/11/10

7
8
9 TITLE: DEAN OF SCHOOL OF MEDICINE

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

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

32 BY: [Signature] DATED: 2/5/2010
33 DEPUTY

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

1 EXHIBIT A
2 TO AGREEMENT WITH
3 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
4 CHILD DEVELOPMENT CENTER
5 MARCH 16, 2010 THROUGH MARCH 15, 2011

6
7 **I. DEFINITIONS**

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

10 A. Activity Form means a data collection form which tracks each activity in which the group
11 and/or individual participate.

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

14 C. Admission means documentation by CONTRACTOR, of completion of the entry, intake and/or
15 evaluation documents as appropriate.

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

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

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

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

26 H. Enrollment means the documentation and/or data entry of participants' involvement into a
27 County-approved Prevention and Intervention Database for purposes of record keeping, quality
28 improvement, and outcome evaluation.

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

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

35 K. Family Member means any traditional and/or non-traditional support system, significant other,
36 or natural support designated by the participant.

37 //

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

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

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

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

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

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

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

18 S. Linkage to Services means linkage will be made to other pertinent services such as support
19 services as self-help groups, social services, residential services, rehabilitation services, vocational
20 services, job training services, or other appropriate services.

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

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

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

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

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

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

34 Z. Outreach means the face-to-face contact with potential participants to link them to appropriate
35 mental health services and may include activities that involve educating the community about the
36 services offered and requirements for participation in the programs.

37 //

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

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

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

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

10 AE. Prevention means the Prevention element of the MHSA PEI component and includes programs
11 and services aimed at reducing risk factors or stressors, building protective factors and skills, and
12 increasing support. Prevention promotes positive cognitive, social, and emotional development and
13 encourages a state of well-being that allows the individuals to function well in the face of changing and
14 sometimes challenging circumstances.

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

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

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

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

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

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

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

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

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

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

14 AR. Unduplicated Participant/Client means an individual enrolled in programs during a contractual
15 agreement period.

16 AS. Unit of Service means the number and/or type of activities to be implemented by the
17 CONTRACTOR to fulfill contractual agreement.

18 II. PAYMENTS

19 A. BASIS FOR REIMBURSEMENT - COUNTY shall pay CONTRACTOR, monthly in arrears,
20 \$2,004 per student per month upon the completion of a month of full time school provided the total of
21 such payments shall not exceed the COUNTY's Maximum Obligation as set forth on Page 3 of this
22 Agreement.
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24 B. CONTRACTOR's billings shall be on a form approved or supplied by ADMINISTRATOR and
25 provide such information as is required by ADMINISTRATOR. Billings are due by the tenth (10th)
26 business day of each month, and payments to CONTRACTOR shall be released by COUNTY no later
27 than twenty-one (21) calendar days after receipt of the correctly completed billing form.

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

30 D. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
31 and/or termination of this Agreement, except as may otherwise be provided under this Agreement.

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

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

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III. SERVICES

A. FACILITY - CONTRACTOR shall maintain one (1) facility for the provision of services described herein at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

University of California, Irvine
Child Development Center (UCI-CDC)
19262 Jamboree Road
Irvine, CA 92612

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

C. Contractor shall provide services to those students and their families of Orange County that have been identified as beginning to show moderate or serious signs of emotional and behavioral disturbance and will benefit from the academic program described below

D. The University of California, Irvine – Child Development Center (UCI-CDC) will provide Positive Behavioral Intervention Services that include academic support, social skills development, parent training, and academic transitional support services. A regular education school experience will be provided with modifications to meet the psychosocial and academic needs of children and families with challenges in attention, behavior and learning or Attention Deficit/Hyperactivity Disorder (ADHD). Program goals will include normalizing participants’ classroom behavior through general and individualized accommodations, teaching children social skills that will enhance interpersonal relations, providing parents training to assist with competence and confidence in implementing behavior modification strategies, and provide program participants with guidance and assistance with transitioning to the next academic setting. Secondary goals of the UCI-CDC School program include reducing family and marital stress, improving overall family relationships, and reducing substance abuse and misuse.

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

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

G. CONTRACTOR shall ensure that all staff take COUNTY’s Annual Provider Training and Annual Compliance Training.

H. CONTRACTOR shall attend:

1. Meetings requested by County staff to address any aspect of services.
2. Meetings with Prevention & Intervention Program staff and ADMINISTRATOR to discuss contractual and other issues related to, but not limited to compliance with policies and procedures, statistics and program services.

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1 I. 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 J. CONTRACTOR shall identify and assess potential participants, who meet the first criteria and
5 one or more of the following four criteria:

6 1. Demonstrate financial need as defined by qualifications for the Title I services evidenced by
7 the need for free or reduced cost lunch program in home school district;

8 2. Demonstrate behavioral challenges that are impairing student in his/her regular education
9 placement;

10 3. Demonstrate impaired social competencies as defined by social relationship problems,
11 difficulty establishing and maintaining meaningful relationships with family, peers, adult care providers
12 and educators;

13 4. Experience family discord associated with loss of employment, divorce or separation,
14 domestic violence, or experiencing some other traumatic or violent situation; and

15 5. Need parent training as determined by the UCI-CDC School staff or referring partner
16 organizations.

17 K. Contractor shall provide the following five services:

18 1. Classroom Academic Support Services will provide a regular education setting using a
19 modified California Standards Based curriculum to meet the needs of children with attention, behavior
20 and learning challenges. Classroom activities will be designed to normalize classroom behavior, help
21 participants access California Standards Based curriculum and increase classroom productivity. Each
22 classroom will consist of fifteen (15) children and will be conducted by a credentialed teacher with
23 extensive training/experience in applied behavior analysis. In addition, each classroom will be
24 supported by two Behavior Specialists trained to work with the target population. Classroom
25 modification will be made to meet the need of program participants.

26 a. Specific modifications will include:

27 1) A five to one ratio of positive to negative feedback throughout each school day;

28 2) A structured token economy where feedback on individualized target behaviors
29 occurs every thirty (30) minutes;

30 3) "Time-outs" from the token economy to modify undesirable behaviors;

31 4) Development of behavior self-monitoring techniques to encourage reflective
32 cognition;

33 5) School-based daily reinforcement of behavioral choices, daily "report card"
34 feedback to parents to allow home-based reinforcement of school behavior.

35 b. Daily individualized target behaviors will be fluid and flexible to enable each child to
36 meet their academic potential.

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1 c. Individual therapy, small group therapy, and educational therapy or other academic
2 supports will be available and provided as necessary.

3 2. Social Skills Services will provide participants with enhancement of social and emotional
4 relationships with peers, siblings, parents, and others. Participants will be taught strategies and skills for
5 demonstrating, accepting, cooperation, and problem solving.

6 3. Parent Training Services will provide a six (6)-week course where parents will meet one
7 evening each week prior to or during the child's enrollment in the CDC academic program. Parents
8 must also attend a bi-monthly Multiple Family Group class for the duration of the UCI-CDC program.
9 The six (6)-week parent training program will provide parents with instruction on how to work with
10 their child to develop problem solving strategies and techniques. These strategies and techniques will be
11 demonstrated and practiced during the Multiple Family Group sessions allowing parents to gain
12 knowledge and develop confidence in monitoring their child's behavior and providing early
13 intervention. Classroom psychologists and behavioral support staff will guide during parent training
14 workshops and multiple family group sessions. Individual workshops sessions will be made available as
15 necessary.

16 4. Academic Transition Support Services will provide support services for all participating
17 families. Children and families will participate in the program for a period of twelve to eighteen months
18 or until they have created a sustainable, practical behavioral support plan. The plan will be designed to
19 reinforce normalized behavior that can be generalized to the next academic setting. The academic
20 transition services staff will work with each participating family to teach them how to effectively
21 collaborate with their child's home school district, how to select appropriate private placement, and how
22 to work with program officials to ensure a smooth transition to the new academic environment. Follow-
23 up services will be provided six (6) months after academic transition services are completed. Phone
24 check-in interviews will be conducted every three to six months up to two years post-transition.

25 5. Alumni and Follow-Up Program Services will be developed to ensure generalization of
26 participant treatment in the next academic setting. Key components of the Alumni/Follow-Up Program
27 will include:

- 28 a. monthly phone interviews to monitor participant process,
- 29 b. monthly booster sessions for alumni families,
- 30 c. opportunities for employment as a paid Junior counselor, and
- 31 d. opportunities to serve as a paid Junior Counselor in the Summer Treatment Session.

32 6. Child care will be provided to ensure attendance by parents.

33 7. Units of Service: for each enrolled child, services will include the following:

- 34 a. two hundred twenty (220) days of full school day program during regular school year;
- 35 b. thirty (30) days of full school day program during summer session;
- 36 c. six (6) parent group sessions – two (2) hours each;
- 37 d. twenty-six (26) multi-family group sessions – two (2) hours each;

- e. initial assessment, hours to be determined;
- f. up to five (5) individual meetings for child or family; and
- g transition and follow up services as needed and described above, units of services to be determined.

~~8. CONTRACTOR and ADMINISTRATOR~~ may mutually agree, in writing, to adjust the Units of Service, staffing subparagraphs and approved implementation plan set forth in contract for each service.

L. It is anticipated that this contract will provide full services for up to two (2) children.

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

N. Client Grievance Review and Resolution Policy

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

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

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IV. REPORTS

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

5 B. PROGRAMMATIC REPORTS – Throughout the term of this Agreement, CONTRACTOR
6 shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by
7 ADMINISTRATOR no later than ten (10) calendar days following the end of the month being reported.
8 Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include a
9 description of CONTRACTOR's progress in implementing the provisions of this Agreement, and any
10 pertinent facts or interim findings, staff changes, status of licenses and/or certifications, units of service,
11 changes in population served and reasons for any such changes. CONTRACTOR shall be prepared to
12 present and discuss their programmatic reports at their monthly scheduled meetings with
13 ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the
14 terms of this Agreement, and if not, shall specify what steps are being taken to achieve satisfactory
15 progress.

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

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

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