

1 AGREEMENT FOR PROVISION OF
2 OUTREACH AND ENGAGEMENT SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 «UC_NAME»
7 «UC_DBA»
8 JULY 1, ~~2013~~ 2014 THROUGH JUNE 30, ~~2014~~ 2015

9
10 THIS AGREEMENT entered into this 1st day of July ~~2013~~ 2014, which date is enumerated for
11 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
12 «UC_NAME»_«UC_DBA», a «CORP_STAT» (CONTRACTOR). This Agreement shall be
13 administered by the County of Orange Health Care Agency (ADMINISTRATOR).
14

15 W I T N E S S E T H :
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17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
18 Outreach and Engagement Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2013~~2014 through June 30, ~~2014~~2015

Aggregate Maximum Obligation: \$2,~~719~~919,044

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «LC_NAME»
«LC_DBA»
«ADDRESS»
«CITY_STATE_ZIP»
«CONTACT_PERSON»
«CONTACT_EMAIL»

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I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A. ARRA		American Recovery and Reinvestment Act
B. ASO		Administrative Service Organization
C. CCC		California Civil Code
D. CCR		California Code of Regulations
E. CEO		County Executive Office
F. CFR		Code of Federal Regulations
G. CHPP		COUNTY HIPAA Policies and Procedures
H. COI		Certificate of Insurance
I. DHCS		Department of Health Care Services
J. DRS		Designated Record Set
K. GAAP		General Accepted Accounting Principles
L. HCA		Health Care Agency
M. HHS		Health and Human Services
N. HIPAA		Health Insurance Portability and Accountability Act of 1996, Public Law
		104-191
O. HSC		California Health and Safety Code
P. ISO		Insurance Services Office
Q. MHSA		Mental Health Services Act
R. OIG		Office of Inspector General
S. OMB		Office of Management and Budget
T. OPM		Federal Office of Personnel Management
U. PC		State of California Penal Code
V. PEI		Prevention and Early Intervention
W. PHI		Protected Health Information
X. PII		Personally Identifiable Information
Y. P&P		Policy and Procedure
Z. PRA		Public Record Act
AA. SIR		Self-Insured Retention
AB. USC		United States Code
AC. WIC		State of California Welfare and Institutions Code

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II. ALTERATION OF TERMS

A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

A. 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 provide CONTRACTOR with a copy of the relevant HCA P&Ps relating to HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs below.

3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant P&Ps to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to

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meet said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related P&Ps.

6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant P&Ps shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening P&Ps and screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any other as identified by the ADMINISTRATOR.

1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related P&Ps.

2. An Ineligible Person shall be any individual or entity who:

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

9 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
10 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
11 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
12 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
13 Ineligible Person.

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

20 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
21 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
22 screened. Such individual or entity shall be immediately removed from participating in any activity
23 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from or
24 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
25 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
26 overpayment is verified by the ADMINISTRATOR.

27 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
28 and Provider Compliance Training, where appropriate, available to Covered Individuals.

29 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;
30 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
31 representative to complete all Compliance Trainings when offered.

32 2. Such training will be made available to Covered Individuals within thirty (30) calendar
33 days of employment or engagement.

34 3. Such training will be made available to each Covered Individual annually.

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

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V. CONFIDENTIALITY

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

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

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6 relating to confidentiality of medical information.

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

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

VI. COST REPORT

A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for

mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business

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~~CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business~~ days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

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

a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual and/or consolidated Cost Report due COUNTY by CONTRACTOR.

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

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

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

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

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,

regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

F. All individual and/or consolidated Cost Reports 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 _____"

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without

1 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
 2 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
 3 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
 4 Any attempted assignment or delegation in derogation of this Paragraph shall be void.

5 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 6 prior written consent of COUNTY.

7 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
 8 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
 9 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
 10 assignment for purposes of this Paragraph, unless CONTRACTOR is transitioning from a community
 11 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
 12 Government. Any attempted assignment or delegation in derogation of this Subparagraph shall be void.

13 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
 14 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
 15 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
 16 change in fifty percent (50%) or more of Board of Directors of CONTRACTOR at one time shall be
 17 deemed an assignment pursuant to this Paragraph. Any attempted assignment or delegation in
 18 derogation of this Subparagraph shall be void.

19 3. If CONTRACTOR is a governmental organization, any change to another structure,
 20 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
 21 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
 22 assignment for purposes of this Paragraph. Any attempted assignment or delegation in derogation of
 23 this Subparagraph shall be void.

24 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
 25 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
 26 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
 27 the effective date of the assignment.

28 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
 29 CONTRACTOR shall provide written notification within thirty (30) calendar days to
 30 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors of
 31 CONTRACTOR at one time.

32 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
 33 means of subcontracts, provided such subcontracts are approved in advance, in writing by
 34 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
 35 under subcontract, and include any provisions that ADMINISTRATOR may require.

36 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
 37 subcontract upon five (5) calendar day's written notice to CONTRACTOR if the subcontract

subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this Paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

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VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

IX. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each

1 purchased asset in an Equipment inventory.

2 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
3 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in
4 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
5 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

12 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
13 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any
14 or all Equipment to COUNTY.

15 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
16 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 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
21 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through
22 this Agreement.

23 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
24 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

25 26 **X. FACILITIES, PAYMENTS AND SERVICES**

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

32 33 **XI. INDEMNIFICATION AND INSURANCE**

34 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
37 (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature,

including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all

endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.

D. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

E. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

2. If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

F. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage

Commercial General Liability

Minimum Limits

\$1,000,000 per occurrence

\$2,000,000 aggregate

Automobile Liability including coverage \$1,000,000 per occurrence
for owned, non-owned and hired vehicles

Workers' Compensation Statutory

Employers' Liability Insurance \$1,000,000 per occurrence

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G. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

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2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

I. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days' notice in the event of cancellation and ten (10) calendar days' notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of Agreement.

M. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease

insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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P. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

Q. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:

- Prior to the start date of this Agreement.
- No later than the expiration date for each policy.
- Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of the Indemnification and Insurance Paragraph of the Agreement.

2. The COI and endorsements shall be provided to the COUNTY at the address as referenced in the Referenced Contract Provisions of this Agreement.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

- ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

- CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

- If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid

COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

XII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,

financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

XIII. LICENSES AND LAWS

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

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

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

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

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

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

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.

2. WIC, Divisions 5, 6 and 9.
3. State of HSC, §§1250 et seq.
4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
5. CCR, Title 9, Title 17, and Title 22.
6. CFR, Title 42 and Title 45.
7. USC Title 42.
8. Federal Social Security Act, Title XVIII and Title XIX.
9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
12. 31 USC 7501.70, Federal Single Audit Act of 1984.
13. P&Ps set forth in MHSA.
14. P&Ps set forth in DHCS Letters.
15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
16. OMB Circulars A-87, A-89, A-110, A-122.

XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media P&Ps and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XV. MAXIMUM OBLIGATION

The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Outreach and Engagement Services is as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

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XVI. NONDISCRIMINATION**A. EMPLOYMENT**

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment 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.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post 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.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or

1 mental disability. Such requirements shall be deemed fulfilled by use of the term EOE.

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

7 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
8 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
9 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
10 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
11 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
12 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
13 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
14 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
15 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
16 changed. For the purpose of this Nondiscrimination Paragraph, Discrimination includes, but is not
17 limited to the following based on one or more of the factors identified above:

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

27 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
28 through a written statement that CONTRACTOR and/or subcontractor's clients may file all complaints
29 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
30 ADMINISTRATOR or COUNTY's Patient's Rights Office.

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

35 a. COUNTY shall establish a formal resolution and grievance process in the event
36 informal processes do not yield a resolution.

37 b. Throughout the problem resolution and grievance process, client rights shall be

maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be informed of their right to access the Patients' Rights Office at any time.

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

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, 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.

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

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XVII. NOTICES

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

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such

occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

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

XVIII. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

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

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Agreement.

C. If there are any questions regarding the cause of death of any person served pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

be approved by ADMINISTRATOR prior to distribution.

XX. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

~~B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.~~

~~C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.~~

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

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

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~~F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:~~

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

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

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

~~G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:~~

~~1. Have documents readily available within forty eight (48) hour notice of a scheduled audit or site visit.~~

~~2. Provide auditor or other authorized individuals access to documents via a computer~~

terminal.

~~3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.~~

~~H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PHI and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a Breach of unsecured PHI and/or PHI.~~

~~I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PHI and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PHI and/or PHI.~~

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

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

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

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

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

~~O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.~~

XXI. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and data received from COUNTY or developed as a result of this Agreement for the purpose of personal publication.

XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS

A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any

1 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
2 identity of their employees and their eligibility for employment in the United States.

3 B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and
4 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
5 federal or California Minimum Wage to all its employees that directly or indirectly provide services
6 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
7 all its contractors or other persons providing services pursuant ~~to~~ this Agreement on behalf of
8 CONTRACTOR ~~also~~ pay their employees no less than the greater of the federal or California Minimum
9 Wage.

10 C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
11 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
12 pursuant to providing services pursuant to this Agreement.

13 D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
14 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
15 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
16 State of California (§§1770, et seq.), as it exists or may hereafter be amended.

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18 **XXIII. SEVERABILITY**

19 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
20 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
21 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
22 ~~//~~
23 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
24 in full force and effect, and to that extent the provisions of this Agreement are severable.

26 **XXIV. SPECIAL PROVISIONS**

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

- 29 1. Making cash payments to intended recipients of services through this Agreement.
- 30 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
31 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
32 use of appropriated funds to influence certain federal contracting and financial transactions).
- 33 3. Fundraising.
- 34 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
35 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 36 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
37 services.

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

7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

8. Severance pay for separating employees.

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

10. Supplanting current funding for existing services.

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

1. Funding travel or training (excluding mileage or parking).

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

3. Payment for grant writing, consultants, certified public accounting, or legal services.

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

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

6. Providing inpatient hospital services or purchasing major medical equipment.

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

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

XXV. 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's employees and shall not be considered in any manner to be COUNTY's employees.

XXVI. TERM

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Agreement applies. ~~The term of this Master~~ This specific Agreement shall commence and terminate as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement shall terminate as specified in the Referenced Contract Provisions 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.

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

XXVII. 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 another entity without the prior written consent of COUNTY.
4. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,

1 terminate or renegotiate this Agreement upon thirty (30) calendar day's written notice given
 2 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
 3 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

4 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
 5 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
 6 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
 7 term of this Agreement.

8 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C., or
 9 D. above, CONTRACTOR shall do the following:

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

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

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

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

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20 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
 21 client's best interests.

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

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

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

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

34 **XXVIII. THIRD PARTY BENEFICIARY**

35 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
 36 including, but not limited to, any subcontractors or any clients provided services pursuant to this
 37

1 Agreement.

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3 **XXIX. WAIVER OF DEFAULT OR BREACH**

4 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
5 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
6 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
7 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
8 Agreement.

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

«UC_NAME»

«UC_DBA»

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
OUTREACH AND ENGAGEMENT SERVICES
WITH
«UC_NAME»
«UC_DBA»
JULY 1, ~~2013~~2014 THROUGH JUNE 30, ~~2014~~2015

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 the Agreement.

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

B. Admission means completion of the entry and/or intake process for program ~~participants~~Participants.

~~BC.~~ Assessment means a professional review and evaluation of an individual's ~~mental~~behavioral health needs and conditions in order to determine the most appropriate course of services.

~~CD.~~ At Risk means a state of high stressor and low protective factor that would increase likelihood of development of a ~~mental illness~~Behavioral Health Conditions.

~~DE.~~ Behavioral Health Problem means diminished cognitive, emotional, or social abilities, but not to the extent that the criteria for a mental disorder are met.

~~EF.~~ Case Management means the delivery of individual guidance and support services. Case ~~management~~Management services include; but are not limited to, ~~referrals~~Referrals and ~~linkages~~Linkages to needed services such as; resources, coaching, and assistance with translation and transportation.

~~—F.~~ G. Community-Defined Practices means there is evidence that it validates practices that have a community-defined evidence base for effectiveness in achieving mental health outcomes for underserved communities. It also defines a process underway to nationally develop specific criteria by which practices' effectiveness may be documented using community-defined evidence that eventually will allow the procedure to have an equal standing with evidence-based practices currently defined in the peer reviewed literature.

H. Early Intervention means the act of intervening, interfering or interceding at the manifestation of a ~~mental health illness~~Behavioral Health Condition, with the intent of measurably improving a ~~mental health problem~~the condition or to prevent a ~~mental health problem~~Behavioral Health Condition from getting worse.

I. —G Education/Skill Building Workshop/Class means a workshop/class, conducted by your agency, to two (2) or more Participants (or a number agreed upon in the contract) which has a primary

focus of providing information and/or teaching a skill.

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

HK. Enrollment means the data entry of a ~~participant's~~ Participant's program information into CONTRACTOR's database for purposes of recording and tracking a ~~participant's~~ Participant's involvement in the program.

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

~~J~~ M. 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.

N. Family Member means any traditional and/or non-traditional support system, significant other, or natural support designated by the ~~participant~~ Participant.

KO. Follow-up means ensuring that the ~~participant~~ Participant has linked to the referred service and/or successfully transitioned from one service to another.

LP. Group Intervention means the delivery of services to more than one individual or family.

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~~M~~ Q. Individual Intervention means any strategies or services rendered to a ~~participant~~ Participant on

a person-to-person level. Examples include, but are not limited to, education, case management, short-term therapy and life coaching to address individualized goals and objectives.

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

OS. Linkage means when an individual is connected to programs or services through warm hand-off or follow-up to ensure connection is made.

PT. Media Events means culturally relevant activities conducted by CONTRACTOR which are coordinated with and publicized by the media, including radio and TV appearances.

QU. MHSA means the law that provides funding for expanded community mental health services act, also known as "Proposition 63."

RV. Outreach means contact with potential ~~participants~~ Participants to link them to appropriate behavioral health and supportive services; which may include media-based activities that educate the community about services offered and requirements for participation in the program.

SW. Participant means an individual enrolled in a program who engages in activities aimed at preventing and/or eliminating the development of ~~mental illness~~ Behavioral Health Condition.

~~T~~ X. PEI means the most recent County of Orange MHSA Prevention and Early Intervention

Plan approved by the Orange County MHSA Steering Committee and Board of Supervisors.

Y. PHI means individually identifiable health information usually transmitted by electronic media maintained in any medium as defined in the regulations or for an entity, such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

~~U.~~

Z. PII means any information that could be readily used to identify a specific person, including but not limited to: name, address, telephone number, email address, driver's license number, Social Security number, bank account information, credit card information, or any combination of data that could be used to identify a specific person, such as birth date, zip code, mother's maiden name and gender.

~~AA.~~ Prevention means the group or individual interventions that occur before the initial onset of a mental health disorder. Prevention promotes positive cognitive, social, and emotional development and encourages a state of well-being that allows the individuals to function well in the face of changing and sometimes challenging circumstances.

~~W.~~ AB.Promising practice means programs and strategies that have some quantitative data showing positive outcomes over a period of time, but do not have enough research or replication to support generalized outcomes. It has an evaluation component/plan in place to move towards demonstration of effectiveness; however, it does not yet have evaluation data available to demonstrate positive outcomes. [The Association of Maternal and Child Health Programs] cited by California Department of Mental Health, PEI Resource Materials

AC. Referral means an individual receives information or contacts for services or programs, or an unsuccessful ~~linkage~~ Linkage attempt.

~~AD.~~ Support Group means a ~~meeting/group~~, facilitated by program staff, consisting of ~~eight (8) to twelve (12)~~ two (2) or more people (~~led by or a therapist and a co-facilitator/survivor~~ number mutually agreed upon in the contract) who have similar experiences and concerns and who meet in order to provide emotional help, advice and encouragement for one another ~~with unconditional support, information, and skills to cope with the psychological stressors and/or loss associated with attempted or completed suicide.~~

~~AE.~~ Training means the action or method used to transfer skills and/or knowledge to a target audience.

~~AF.~~ Unduplicated Participant means an individual who is counted only once, despite how many programs the individual is enrolled in during a contractual agreement period. For example, if a Participant receives individual and group services, they can only be counted once.

~~AG.~~ Units of Service means the number and/or type of activities the CONTRACTOR will fulfill during a contractual agreement period.

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II. BUDGET

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

BUDGET

ADMINISTRATIVE COSTS

«ADMIN_1_A»

\$ «ADMIN_1_B»

«ADMIN_2_A»

«ADMIN_2_B»

«ADMIN_3_A»

«ADMIN_3_B»

«ADMIN_4_A»

«ADMIN_4_B»

SUBTOTAL ADMINISTRATIVE

\$ «ADM_SUB_1»

PROGRAM COSTS

«PROG_1_A»

\$ «PROG_1_B»

«PROG_2_A»

«PROG_2_B»

«PROG_3_A»

«PROG_3_B»

«PROG_4_A»

«PROG_4_B»

SUBTOTAL PROGRAM

\$ «PGM_SUB_1»

TOTAL GROSS COSTS

\$ «TTL_GCOSTS»

REVENUE

MHSA

\$ «REV_1»

TOTAL REVENUE

\$ «REV_SUB_1»

MAXIMUM OBLIGATION

\$ «MAX_OB_1»

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

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP. The client eligibility determination and the fee charged to and collected from clients, if applicable, together with a record of all billings rendered and revenues received from any source, on behalf of clients treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$~~«ARREARS_1»~~ per month provided, however, that the total of such payments does not exceed COUNTY's Aggregate Maximum Obligation as set forth in the Referenced Contract Provisions of the Agreement.

B. Monthly payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

C. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice.

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

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

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

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. REPORTS

A. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following the end of the month being reported.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to

ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.

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

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall contain required information; and be on a form acceptable to, or provided by, ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.

D. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall submit such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information requested.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

V. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain a facility/(ies) for the provision of Outreach and Engagement services described herein at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR. The facility/(ies) shall include space to support the services identified within the Agreement.

«FAC_NAME»

«FACILITY_ADDR»

«FAC_C_S_Z»

~~2. CONTRACTOR shall also provide services in community locations, including but not~~

~~limited to private residences and apartment complexes, laundromats, worship centers, parks, schools, and community centers.~~

~~3~~ 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services in the evening hours until 8:00 p.m. and on weekends in order to accommodate ~~participants~~ Participants unable to participate during regular business hours. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

~~4~~ 3. CONTRACTOR shall ~~promote participants' access and engagement services by providing~~ provide services throughout the community in locations beyond the designated facility. Other locations may include but not be limited to private homes, apartment complexes, schools, offices, laundromats, worship centers, parks, and other community locations appropriate for the provision of services.

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B. OUTREACH AND ENGAGEMENT SERVICES

1. CONTRACTOR shall provide Outreach and Engagement Services to residents of Orange County to prevent the development of mental health conditions or intervene early in their manifestation to prevent conditions from getting worse. This includes engaging in interventions aimed at reducing risk factors or stressors, building protective factors and skills, and increasing support through ~~referrals~~ Referrals and ~~linkages~~ Linkages. Specifically, CONTRACTOR shall provide Outreach and Engagement Services to the following populations:

- a. Children (zero [0] to eighteen [18] years of age);
- b. Transitional Age Youth (sixteen [16] to twenty-four [24]);
- c. Adults (eighteen [18] to fifty-nine [59]); and
- d. Older Adults (sixty [60] and older).

2. CONTRACTOR shall develop a comprehensive community outreach and engagement plan to promote awareness about mental health issues, risk and protective factors, stigma, and the availability of services and resources. CONTRACTOR shall disseminate mental health information using a variety of methods such as face-to-face contacts in individual and/or group formats, a toll-free telephone number, a website and/or social networking site(s). The following strategies shall be used:

a. Outreach

1) Door-to-Door/Street Outreach: Contractor staff/volunteers going door-to-door and/or reaching out and providing information to people in the community at locations they frequent (i.e., grocery stores, laundromats, bus stops).

2) Public Events: Events that are organized by other entities where the public can attend and receive information about available services (i.e., health fairs, community festivals).

3) Contractor Events: Events organized by the contractor, typically on a much

smaller scale than a Public Event (i.e., setting up a table at a location in the community where staff is available to provide information and ~~referrals~~ Referrals).

b. Engagement

1) Individual Intervention: Strategies or services rendered to a ~~participant~~ Participant on a person-to-person level (i.e. education, case management, short-term therapy and life coaching to address individualized goals and objectives).

2) Education/Skills Group: ~~-~~A meeting of two (2) or more ~~participants~~ Participants which has a focus of providing information and/or teaching a skill.

3) Support Group: ~~—~~A meeting/group, consisting of two (2) or more ~~participants~~ Participants which has a focus of providing an opportunity for the ~~participants~~ Participants to interact/provide support for each other.

3. CONTRACTOR shall develop and distribute ~~mental~~ behavioral health materials, which may include but not be limited to brochures, pamphlets, handouts, and fact sheets to individuals, groups and organizations.

4. CONTRACTOR shall customize presentation topics to appeal to distinct audiences such as children, youth, adults, older adults, persons with limited English proficiency, veterans, the deaf and hard of hearing, and lesbian, gay, bisexual, transgender, intersex, and questioning persons. Presentation topics shall at a minimum include: signs and symptoms of commonly diagnosed behavioral health disorders including co-occurring disorders across a lifespan, common treatment strategies and community resources, stress and anger management, stigma reduction and other relevant behavioral health and wellness relevant topics.

5. CONTRACTOR shall offer ~~PEI~~ services to any Orange County resident upon request and attainment of valid consents. These services shall include but not be limited to:

a. Assessment of risk factors associated with the development of a behavioral health condition or the presence of early signs of emotional, behavioral or mental instability, or co-occurring disorders.

b. Identification of areas of strengths, support systems, and any other protective factors.

c. Development of a written individualized wellness plan comprised of ~~participant~~ Participant-centered goals, objectives, and specific strategies.

d. Case ~~management~~ Management including crisis management and coordination to monitor ongoing progress toward set goals and objectives, and update the wellness plan as deemed appropriate.

e. Referrals and ~~linkages~~ Linkages to needed resources. A service is considered a referral when a participant receives information or contacts for services or programs (health care,

1 ~~mental~~behavioral health, and/or other support services) or an unsuccessful linkage attempt. A service
2 will be considered a linkage when a participant is connected to programs or services through a warm
3 hand-off or follow-up to ensure the connection was made.

4 f. Life coaching to assist ~~participants~~Participants with identification and achievement of
5 individualized goals and objectives.

6 g. Short-term individual counseling to ~~participants~~Participants, who exhibit early signs
7 and symptoms of emotional and behavioral issues that without intervention could develop into full-
8 blown mental disorders ~~including co-occurring disorders as defined by DSM-IV published by the~~
9 ~~American Psychiatric Association.~~

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12 h. Educational or life skills classes addressing age-relevant topics, including but not
13 limited to, parenting, transition from childhood to adulthood, conflict resolution, relationship building,
14 job skills development, and navigating behavioral health systems.

15 i. Socialization or support groups facilitated by staff, volunteers, or
16 ~~participants~~Participants for the purpose of reducing isolation and depression and promoting mutual
17 support, socialization, and connectedness.

18 j. Transportation support using methods such as agency-owned and operated
19 vans/vehicles, and bus passes or vouchers to assist ~~participants~~Participants in meeting goals and
20 objectives as set forth in the individualized wellness plans.

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22 6. CONTRACTOR shall incorporate applicable evidence based practices, promising practices,
23 or community-defined evidence in development of curriculums and interventions for the purpose of
24 meeting goals and objectives as set forth in the individualized wellness plan.

25 7. CONTRACTOR shall make every reasonable effort to accommodate
26 ~~participants~~Participants' developmental, cultural and linguistic needs. In the event that such needs
27 cannot be immediately met, CONTRACTOR shall seek assistance from other Outreach and Engagement
28 Service providers, community resources or COUNTY. CONTRACTOR shall obtain
29 ~~participants~~Participants' consent prior to linking or transferring participants to another service provider
30 or community resources.

31 8. CONTRACTOR shall clearly establish written standards/guidelines on how inter- and intra-
32 agency ~~referrals~~Referrals will be managed. These standards/guidelines shall be approved by the
33 ADMINISTRATOR prior to implementation.

34 9. CONTRACTOR shall actively collaborate, coordinate, and integrate preventive and early
35 intervention services with other Outreach and Engagement service providers, the COUNTY, and
36 community-based organizations to meet the needs of the ~~participants~~Participants and the community.

37 10. CONTRACTOR shall engage in ongoing communications with the other Outreach and

Engagement Services providers, and agrees to make themselves available to meet at the request of the other Outreach and Engagement Services providers to discuss such items as program issues, referral processes, and joint outreach and community education efforts, and collaborate with other Outreach and Engagement Service providers in forming a coalition or workgroup to identify service gaps, maximize services, cross-training of staff, and promote program visibility through collaborative publicity campaign(s).

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C. UNITS OF SERVICE

1. CONTRACTOR shall achieve, track and record at a minimum, the following units of service ~~on a monthly and annual basis as specified below:~~

UNITS OF SERVICES	ANNUAL CONTRACTED UNITS
OUTREACH	
Door-to-Door/Street Outreach Contacts	«OR_CONTACT_1»
Public Events	«EVENTS_1»
Contractor Events	«OTHER_1»
ENGAGEMENT	
Individual Intervention	«IND_INT_1_1»
Group Intervention	«GRP_INT_1_1»
Education/Skills	«ED_SKILL_1»
Support	«SPPT_1»
Referrals	«REFER_1»

1	Linkages	«LINK_1»
2	TOTAL NUMBER OF	«NEW_ENG_1»
3	NEW ENGAGED PARTICIPANTS (enrolled)	
4	TOTAL NUMBER OF ACTIVE UNDUPLICATED	«ACT_PART_1»
5	PARTICIPANTS AT THE END OF THE MONTH	

D. OUTCOME MEASURES

1. Contractor shall complete all surveys, tools and pre/post tests for measurement of outcomes of services, as requested by the ADMINISTRATOR. Measures shall include, but are not limited to, the WHO-5 Well-Being Index, Protective Factors Survey, Educational Feedback Survey and Participant Satisfaction Survey.

2. CONTRACTOR shall strive to meet the following outcome measure goals for their program and applicable to the population being served:

a. Seventy (70) percent of participants who complete a pre and post test survey will maintain or increase the level of overall well-being.

b. Seventy (70) percent of participants who complete a pre and post test survey will maintain or increase the level of family protective factors in one or more of the domains.

c. Seventy (70) percent of participants who complete a pre and post test survey will maintain or decrease the severity of depressive symptoms.

d. Seventy (70) percent of youth participants who complete a pre and post test survey will maintain or increase the overall level of developmental assets.

e. A minimum of thirty (30) percent of referrals will result in a linkage to a supportive service.

~~3. D. CONTRACTOR shall collect data including demographics such as age groups, race and ethnicity, and culture/community (e.g., veterans, deaf and hard of hearing; Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex).~~

~~E. OUTCOME MEASURES~~

~~1. CONTRACTOR shall track and implement COUNTYADMINISTRATOR approved Outcomeoutcome measures across all services. Outcome measures shall measure program impact on individuals and system levels in respect of targeted populations. Outcomes to be measured shall include, but not limited to, the following: increase in awareness of mentalbehavioral health issues;conditions, increase in knowledge about mentalbehavioral health issues;conditions, increase in knowledge about community resources available to help with behavioral health and co-occurring issues; increase in family protective factors, improvement in developmental assets; improvement in quality of life; and service satisfaction.~~

~~24. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data.~~

~~which would be responsible for measuring entered and reporting outcome data on which priority populations are being reached, how the analyzed for Participant's level of satisfaction, program is contributing to changes in the behavioral health system of care, participant improvements in management, and quality of life, and referrals and linkages to other programs.~~

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~~3. CONTRACTOR will continuously track number and type of outreach events, number of participants reached, zip codes where participant contacts were made, preferred languages, transportation trips and home visits, referrals and linkages, and groups conducted. CONTRACTOR will also administer group knowledge surveys and satisfaction surveys.~~

~~4. improvement purposes. In addition, CONTRACTOR shall complete all surveys, tools, and pre/post tests as requested by ADMINISTRATOR for measurement of outcomes of services. These include, but are not limited to, Well Being 5, EQ5 Visual Analog Scale, Customized Satisfaction and Knowledge Survey, Customized Providers Satisfaction and Knowledge Survey, and pre/post tests. utilize any data collection systems for tracking Participant enrollment, demographics, trends, and service utilization.~~

~~F. CONTRACTOR shall engage in ongoing communications with the other Outreach and Engagement Services providers, and agrees to make themselves available to meet at the request of the other Outreach and Engagement Services providers to discuss such items as program issues, referral processes, and joint outreach and community education efforts, and collaborate with other Outreach and Engagement Service providers in forming a coalition or workgroup to identify service gaps, maximize services, cross-training of staff, and promote program visibility through collaborative publicity campaign(s).~~

~~5. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race and ethnicity; primary language; culture such as lesbian, gay, bisexual, transgender, questioning, and intersex (LGBTQI), veterans, and others such as hearing impaired.~~

~~6. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR, develop, modify, and incorporate different/additional outcome measurements, as approved by ADMINISTRATOR.~~

~~7. CONTRACTOR shall provide ADMINISTRATOR with monthly data reports, or as needed upon request of ADMINISTRATOR.~~

~~8. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to ADMINISTRATOR on a regular basis and in a format agreeable to ADMINISTRATOR.~~

~~E—G. CONTRACTOR shall when applicable, actively engage and promote interested participants in becoming volunteers and provide them with necessary support and opportunities to apply knowledge and skills learned for the benefits of the participants and the community.~~

~~H. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to~~

1 modify the Services Paragraph of this Exhibit A to the Agreement.

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19 **VI. STAFFING**

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

23 **ADMINISTRATION**

24 **FTEs**

25 «FTE_AD_1_A»

25 «FTE_AD_1_B»

26 «FTE_AD_2_A»

26 «FTE_AD_2_B»

27 «FTE_AD_3_A»

27 «FTE_AD_3_B»

28 «FTE_AD_4_A»

28 «FTE_AD_4_B»

29 «FTE_AD_5_A»

29 «FTE_AD_5_B»

30 «FTE_AD_6_A»

30 «FTE_AD_6_B»

31 «FTE_AD_7_A»

31 «FTE_AD_7_B»

32 «FTE_AD_8_A»

32 «FTE_AD_8_B»

33 «FTE_AD_9_A»

33 «FTE_AD_9_B»

34 «FTE_AD_10_A»

34 «FTE_AD_10_B»

35 «FTE_AD_11_A»

35 «FTE_AD_11_B»

36 «FTE_AD_12_A»

36 «FTE_AD_12_B»

SUBTOTAL ADMINISTRATION

«ADM_SUB_11»

PROGRAM

«FTE_PROG_1_A»

«FTE_PROG_1_B»

«FTE_PROG_2_A»

«FTE_PROG_2_B»

«FTE_PROG_3_A»

«FTE_PROG_3_B»

«FTE_PROG_4_A»

«FTE_PROG_4_B»

«FTE_PROG_5_A»

«FTE_PROG_5_B»

«FTE_PROG_6_A»

«FTE_PROG_6_B»

«FTE_PROG_7_A»

«FTE_PROG_7_B»

«FTE_PROG_8_A»

«FTE_PROG_8_B»

«FTE_PROG_9_A»

«FTE_PROG_9_B»

«FTE_PROG_10_A»

«FTE_PROG_10_B»

«FTE_PROG_11_A»

«FTE_PROG_11_B»

«FTE_PROG_12_A»

«FTE_PROG_12_B»

«FTE_PROG_13_A»

«FTE_PROG_13_B»

«FTE_PROG_14_A»

«FTE_PROG_14_B»

«FTE_PROG_15_A»

«FTE_PROG_15_B»

«FTE_PROG_16_A»

«FTE_PROG_16_B»

FTEs~~ADMINISTRATION~~ PROGRAM - CONTINUED

«FTE_PROG_17_A»

«FTE_PROG_17_B»

«FTE_PROG_18_A»

«FTE_PROG_18_B»

«FTE_PROG_19_A»

«FTE_PROG_19_B»

«FTE_PROG_20_A»

«FTE_PROG_20_B»

«FTE_PROG_21_A»

«FTE_PROG_21_B»

«FTE_PROG_22_A»

«FTE_PROG_22_B»

«FTE_PROG_23_A»

«FTE_PROG_23_B»

«FTE_PROG_24_A»

«FTE_PROG_24_B»

«FTE_PROG_25_A»

«FTE_PROG_25_B»

«FTE_PROG_26_A»

«FTE_PROG_26_B»

SUBTOTAL PROGRAM

«PGM_SUB_11»

SUBCONTRACTOR

«SUBC_1»

TOTAL FTEs

«TTL_FTE_1»

B. CONTRACTOR shall ensure that staff who provides Outreach and Engagement Services is trained to provide services such as: street and door-to-door outreach, case management, support group

1 facilitation, and group education facilitation and trained to meet the needs specific to the program's
 2 target populations.

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

11 ~~E~~D. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a
 12 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
 13 shall maintain documents of such efforts which may include; but not be limited to: records of
 14 participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies
 15 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
 16 enhance accessibility for, and sensitivity to, individuals who are physically challenged.

17 E. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and
 18 trained volunteers and/or interns upon written approval of ADMINISTRATOR

19 F. CONTRACTOR shall maintain personnel files for each staff member, both administrative and
 20 programmatic, which shall include, but not be limited to, an application for employment, qualifications
 21 for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and
 22 evaluations justifying pay increases.

23 G. ~~D~~CONTRACTOR shall establish clear P&Ps pertaining to staff's work location options
 24 (i.e. office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The
 25 P&Ps shall address at the minimum the following:

- 26 1. Eligibility and selection criteria;
- 27 2. Staff's field/home on-duty conduct and responsibilities;
- 28 3. Supervision plan of staff and equipment including emergency procedure; and
- 29 4. Confidentiality and records keeping.

30 H. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 31 any staffing vacancies that occur during the term of the Agreement.

32 ~~E~~I. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
 33 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
 34 external temporary staffing assignment requests that occur during the term of the Agreement.

35 ~~F. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and~~
 36 ~~trained volunteers and/or interns. CONTRACTOR shall provide ongoing supervision to volunteers~~
 37 ~~and/or interns consistent with the prevailing educational and practice standards or as specified by~~

~~ADMINISTRATOR.~~

~~— G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.~~

~~VI. REPORTS~~

~~— A. PROGRAMMATIC — CONTRACTOR shall submit monthly Programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following the end of the month being reported.~~

~~— B. FISCAL~~

~~1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.~~

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

~~— C. STAFFING — CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall contain required information; and be on a form acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.~~

~~— D. ADDITIONAL REPORTS — Upon ADMINISTRATOR's request, CONTRACTOR shall submit such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information requested.~~

~~E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.~~

VII. RESPONSIBILITIES

~~AJ. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all Program P&P as referenced in this Exhibit A to the Agreement.~~

~~B. CONTRACTOR shall ensure that all staff, interns, and volunteers, albeit paid or unpaid, complete necessary training prior to performing discharging duties associated with their titles and receive scheduled ongoing supervision and support as deemed appropriate. These trainings might include, but not limited to, components as specified in the Staffing Paragraph of this Exhibit A to the Agreement, legal mandates and ethical behavior; and any other training necessary to assist ADMINISTRATOR the CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.~~

~~C. CONTRACTOR shall ensure that CONTRACTOR's program staff, pursuant to the Agreement, complete COUNTY's Annual Compliance Training and attend trainings as requested by ADMINISTRATOR.~~

~~D. CONTRACTOR shall attend regular meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with the Agreement, program services, and performance objectives and outcomes.~~

~~E. K. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Agreement. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Effective administrative management shall include, but is not limited to the following:~~

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

~~2. Maximize use of allocated funds;~~

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

~~4. Maintain appropriate staffing levels;~~

~~5. Request budget and/or staffing modifications to the Agreement;~~

~~6. Effectively communicate and monitor the program for its success;~~

~~7. Track and report expenditures electronically;~~

~~8. Maintain electronic and telephonic communication between key staff and the~~

~~CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness.~~

~~Supervision methods should include debriefings and consultation as needed, individual supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor who has~~

extensive knowledge regarding behavioral health issues.

L. ADMINISTRATOR; and

~~9. Act quickly to identify and solve problems.~~

~~F. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions or issues that adversely affect the quality or accessibility of participant related services provided by~~ shall provide,
or under contract with COUNTY.

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

~~H. CONTRACTOR shall not engage in, or permit any of its employees, subcontractors, or volunteers to conduct research activity on participants without obtaining prior written authorization from ADMINISTRATOR.~~

~~I. ADMINISTRATOR shall~~ , training and ongoing consultation to CONTRACTOR's staff to
assist CONTRACTOR in ~~monitoring CONTRACTOR's program to ensure~~ ensuring compliance with ~~units of service~~ ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards,
~~productivity, performance measures~~ and any State regulatory requirements.

~~J. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.~~

~~K. ADMINISTRATOR shall monitor CONTRACTOR's compliance with COUNTY P&P's.~~

~~L.~~ M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the ~~Responsibilities~~ Staffing Paragraph of this Exhibit A to the Agreement.

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