

1                                   AGREEMENT FOR PROVISION OF  
2                                   FULL SERVICE/WRAPAROUND PROGRAM FOR YOUTHFUL OFFENDERS  
3                                   BETWEEN  
4                                   COUNTY OF ORANGE  
5                                   AND  
6                                   COMMUNITY SERVICE PROGRAMS, INC.  
7                                   FEBRUARY 1, 2008 THROUGH JUNE 30, 2009  
8

9           THIS AGREEMENT entered into this 1st day of February 2008, which date is enumerated for  
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
11 COMMUNITY SERVICE PROGRAMS, INC., a California nonprofit corporation (CONTRACTOR).  
12 This Agreement shall be administered by the County of Orange Health Care Agency  
13 (ADMINISTRATOR).  
14

15                                   **W I T N E S S E T H:**  
16

17           WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
18 Full Service/Wraparound Program for Youthful Offenders described herein to the residents of Orange  
19 County; and

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

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

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**REFERENCED CONTRACT PROVISIONS****Term:** February 1, 2008 through June 30, 2009

"Period One" means the period from February 1, 2008 through June 30, 2008

"Period Two" means the period from July 1, 2008 through June 30, 2009

**Maximum Obligation:**

Period One Maximum Obligation:

\$ 625,539

Period Two Maximum Obligation:

~~\$1,675,000~~~~\$1,499,976~~**TOTAL CONTRACT MAXIMUM OBLIGATION:**~~**\$2,300,539**~~~~**\$2,125,515**~~**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:** Community Service Programs, Inc.  
 1821 East Dyer Road, Suite 200  
 Santa Ana, CA 92705

**CONTRACTOR's Insurance Coverages:**

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

**I. ALTERATION OF TERMS**

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

**II. ASSIGNMENT OF DEBTS**

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

**III. COMPLIANCE**

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

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

2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of these Policies and Procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 //

37 //

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

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal 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 health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. 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.

3. CONTRACTOR shall screen all current Covered Individuals semi-annually (January and July) to ensure that they have not become Ineligible Persons.

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

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

#### D. REIMBURSEMENT STANDARDS

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

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

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

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

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

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

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

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

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

#### **IV. 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 California Civil Code, 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, subcontractors, and volunteer staff or interns of 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. The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR's Board members or its designee, employees, subcontractors, and volunteers or interns.

#### **V. COST REPORT**

A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a portion thereof, no later than sixty (60) calendar days following the period for which they are prepared

1 or termination of this Agreement. CONTRACTOR shall prepare the Cost Reports in accordance with  
 2 all applicable federal, state and county requirements and generally accepted accounting principles.  
 3 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,  
 4 and funding sources in accordance with such requirements and consistent with prudent business  
 5 practice, which costs and allocations shall be supported by source documentation maintained by  
 6 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

31 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
 32 less applicable revenues and late penalty, not to exceed the applicable Maximum Obligation for each  
 33 period as set forth on Page 3 of this Agreement. CONTRACTOR shall not claim expenditures to  
 34 COUNTY which are not reimbursable pursuant to applicable federal, state and county laws, regulations  
 35 and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently  
 36 determined to have been for an unreimbursable expenditure or service, shall be repaid by  
 37 CONTRACTOR to COUNTY in cash within thirty (30) calendar days of submission of the Cost



1 Reports or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to  
2 exceed the reimbursement due COUNTY.

3 D. In the event CONTRACTOR is authorized to retain unanticipated revenues as described in the  
4 Budget paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify, in the Cost Report for  
5 the Period, the services rendered with such revenues.

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

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

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

21  
22 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
23 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
24 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
25 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
26 allowable and directly or indirectly related to the services provided and that this Cost  
27 Report is a true, correct, and complete statement from the books and records of  
28 (provider name) in accordance with applicable instructions, except as noted. I also  
29 hereby certify that I have the authority to execute the accompanying Cost Report.

30  
31 Signed \_\_\_\_\_  
32 Name \_\_\_\_\_  
33 Title \_\_\_\_\_  
34 Date \_\_\_\_\_"

## 35 36 **VI. DELEGATION AND ASSIGNMENT**

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

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

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

## **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees, subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

## **VIII. EQUIPMENT**

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as moveable property of a relatively permanent nature with significant value. Equipment which costs \$5,000 or over, including sales taxes, freight charges and other taxes are considered fixed assets. Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are considered minor Equipment. The cost of Equipment purchased, in whole or in part, with funds paid

pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

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

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

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

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

## **X. INDEMNIFICATION AND INSURANCE**

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("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, its employees, consultants, or subcontractors pursuant to this contract. 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. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified on Page 3 of this Agreement.

C. All insurance policies except Workers' Compensation, Employer's Liability, and Professional

Liability shall contain the following clauses:

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

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

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

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

## **XI. 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, 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 paragraph of Exhibit A to 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. Within fourteen (14) calendar days of receipt by CONTRACTOR, CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report. 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.

## **XII. LICENSES AND LAWS**

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

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

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

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

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

5 //

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

11 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

32  
33 **XIII. LITERATURE**

34 Any written information, including educational and promotional materials, distributed by  
35 CONTRACTOR to any person for purposes directly or indirectly related to this Agreement must be  
36 approved by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution  
37 of written materials shall include electronic media such as the Internet. Such information shall not

1 imply endorsement by the COUNTY, unless ADMINISTRATOR consents thereto in writing.

2  
3 **XIV. MAXIMUM OBLIGATION**

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

6 **XV. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

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

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

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

26 **B. SERVICES, BENEFITS, AND FACILITIES** - CONTRACTOR shall not discriminate in the  
27 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
28 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
29 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with  
30 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964  
31 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); Article 9.5, Chapter 1,  
32 Part 1, Division 3, Title 2, (§11135, et seq.) of the California Government Code; and Title 9, Division 4,  
33 Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules  
34 and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations,  
35 as all may now exist or be hereafter amended or changed.

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

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

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

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

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

- 2) 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.

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

- c. 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 with the Patients' Rights Office.

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

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



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

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## 7 **XVI. NOTICES**

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

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

12 2. When FAXed, transmission confirmed;

13 3. When sent by electronic mail; or

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

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

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

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

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

## 28 **XVII. NOTIFICATION OF DEATH**

### 29 **A. NON-TERMINAL ILLNESS DEATH**

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

35 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver  
36 or FAX, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.  
37

3. The telephone report and written Notification of Non-Terminal Illness Death 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.

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#### B. TERMINAL ILLNESS DEATH

1. CONTRACTOR shall notify ADMINISTRATOR by written report FAXed, hand delivered, or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served hereunder or served within the previous twelve (12) months. The Notification of Terminal Illness Death 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.

2. If there are any questions regarding the cause of death of any person served hereunder 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 subparagraph A. above.

### **XVIII. REVENUE**

A. CLIENT FEES - CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to clients, except AB 3632 clients, to whom services, other than Medi-Cal Services, are provided pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as determined by the State Department of Mental Health's "Uniform Method of Determining Ability to Pay" (UMDAP) procedure, and in accordance with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided. No client shall be denied services because of an inability to pay.

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

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

### **XIX. SEVERABILITY**

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

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7 **XX. SPECIAL PROVISIONS**

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

- 10 1. Making cash payments to intended recipients of services through this Agreement.
- 11 2. Lobbying any governmental agency or official or making political contributions.
- 12 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to
- 13 Title 31, Section 1352, U.S.C.A.
- 14 3. Supplanting current funding for existing services.
- 15 4. Fundraising.
- 16 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 17 CONTRACTOR's staff or members of the Board of Directors.
- 18 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
- 19 services.
- 20 7. Making personal loans to CONTRACTOR's staff or members of the Board of Directors, or
- 21 making salary advances or giving bonuses to CONTRACTOR's staff.

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

- 24 1. Purchasing or improving land, including constructing or permanently improving any
- 25 building or facility, except for tenant improvements.
- 26 2. Providing inpatient hospital services or purchasing major medical equipment.
- 27 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 28 funds (matching).
- 29 4. Funding travel or training (excluding mileage or parking) not approved by
- 30 ADMINISTRATOR.
- 31 5. Making phone calls outside of the local area unless documented to be directly for the
- 32 purpose of client care.
- 33 6. Payment for grant writing, consultants, certified public accounting, or legal services not
- 34 approved in advance by ADMINISTRATOR.
- 35 7. Purchase of artwork or other items that are for decorative purposes and do not directly
- 36 contribute to the quality of services to be provided pursuant to this Agreement.
- 37

**XXI. STATUS OF CONTRACTOR**

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

**XXII. TERM**

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

**XXIII. TERMINATION**

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

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

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

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

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

7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to 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 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

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

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

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

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

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

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

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

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

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

**XXIV. THIRD PARTY BENEFICIARY**

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

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**XXV. WAIVER OF DEFAULT OR BREACH**

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

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

COMMUNITY SERVICE PROGRAMS, INC.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

CHAIRMAN OF THE BOARD OF SUPERVISORS

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD.

\_\_\_\_\_  
DARLENE J. BLOOM

Clerk of the Board of Supervisors  
of Orange County, California

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

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

DEPUTY

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



EXHIBIT A  
TO AGREEMENT WITH  
COMMUNITY SERVICE PROGRAMS, INC.  
FEBRUARY 1, 2008 THROUGH JUNE 30, 2009

**I. DEFINITIONS**

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

A. AB 3632 Program, also known as the Chapter 26.5 program, means the special education program under the rules and regulations of Chapter 26.5 of the Government Code.

B. Active and On-going Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into the ADMINISTRATOR's Integrated Records Information System (IRIS), and documentation that the clients are receiving services at least once per month. Clients receiving continuing treatment in two (2) or more fiscal years shall be counted as an Admission in each fiscal year.

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

D. Client or Consumer means any person, referred by ADMINISTRATOR for services under this agreement, suffering from mental, emotional, or behavioral disorders.

E. Clinical Social Worker means a person who meets the minimum professional and licensure requirements set forth in Title 9, California Code of Regulations (CCR), Section 625, and has two (2) years of post-master's clinical experience in a mental health setting; and at least one (1) year of experience treating minors.

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

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

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

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1 I. Family Resource Center Services means Mental Health Services provided to clients that are  
2 actively enrolled in a County of Orange Social Services Agency (SSA) Family Resource Center (FRC).  
3 FRC is a consortium of agencies providing human services in a single site and under the auspices of  
4 SSA.

5 J. Full Service Partnership (FSP) means a type of program described by the State in the  
6 requirements for the COUNTY plan for use of Mental Health Services Act (MHSA) funds and which  
7 includes clients being a full partner in the development and implementation of their treatment plan.

8 K. Full Service Wraparound (FSW) means the specific program model described in the COUNTY  
9 MHSA plan and based on the existing Wraparound Orange County program. The Full Service  
10 Wraparound program provides culturally competent in-home, intensive, mental health case management  
11 services addressing family needs across all life domains of the client.

12 L. Group Home is a facility for housing youth that is licensed by Community Care Licensing  
13 under the provisions of CCR, Title 22, Division 6, et seq.

14 M. Intake means the initial meeting between a client and CONTRACTOR's staff.

15 N. Marriage and Family Therapist (MFT) means a person who meets the minimum professional  
16 and licensure requirements set forth in Title 9, CCR, Section 625 and, preferably, has at least one (1)  
17 year of experience treating minors.

18 O. Medical Necessity means the requirements as defined in the Orange County Mental Health Plan  
19 (MHP) Medical Necessity for Specialty Mental Health Services that includes Diagnosis, Impairment  
20 Criteria, and Intervention Related Criteria.

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

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

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

30 3. Medication Support Services means those services which include prescribing,  
31 administering, dispensing and monitoring of psychiatric medications or biologicals which are necessary  
32 to alleviate the symptoms of mental illness. The services may include evaluation of the need for  
33 medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent,  
34 medication education and plan development related to the delivery of the service and/or assessment of  
35 the beneficiary.

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

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

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

13           7. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions with a  
14 client which are designed to reduce or eliminate targeted behaviors as identified in the client's treatment  
15 plan. Client must be approved by ADMINISTRATOR to receive these services and be identified as a  
16 Medi-Cal client. Individuals delivering these interventions must be approved by ADMINISTRATOR as  
17 qualified to deliver these services.

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

21           R. Mental Health Worker means a person who has obtained a Bachelor's degree in a mental health  
22 field or has a high school diploma and two (2) years of experience delivering services in a mental health  
23 field, preferably working with minors.

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

29           T. Notice of Privacy Practices (NPP): A document that notifies individuals of uses and disclosures  
30 of PHI that may be made by or on behalf of the health plan or health care provider as set forth in  
31 HIPPA.

32           U. Outreach means activities that involve educating the community about the services offered and  
33 requirements for participation in the programs. Such activities should result in the CONTRACTOR  
34 developing their own client referral sources for the programs they offer.

35           V. Pre-Licensed Psychologist means a person who has obtained a Ph.D. or Psy.D. in Clinical  
36 Psychology and is registered with the Board of Psychology as a registered Psychology intern or  
37 Psychological Assistant, acquiring hours for licensing, and waived in accordance with Welfare &

1 Institution Code (WIC) Section 575.2. The waiver may not exceed five (5) years.

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

6 X. Program/Clinical Director means a person who meets the minimum requirements set forth in  
7 Title 9, CCR, and has at least two (2) years of full-time professional experience working with minors in  
8 a mental health setting.

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

15 Z. Psychiatrist means a person who meets the minimum professional and licensure requirements  
16 set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of experience treating  
17 minors.

18 AA. Psychologist means a person who meets the minimum professional and licensure requirements  
19 set forth in Title 9, CCR, Section 624, and, preferably, has at least one (1) year of experience treating  
20 minors.

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

26 AC. Referral means providing the effective linkage of a client to another service, when indicated,  
27 with follow-up to be provided the next working day to assure that the client has made contact with the  
28 referred service.

29 AD. Remote Secure Access (RSA) Token means the security device which allows an individual  
30 user to access IRIS.

31 AE. Supervisory Review means ongoing clinical case reviews in accordance with procedures  
32 developed by county, to determine the appropriateness of diagnosis and treatment and to monitor  
33 compliance to the minimum CYS and Medi-Cal charting standards. Supervisory review is conducted by  
34 the program/clinic director or designee.

35 AF. Wraparound Orange County (WOC) means the wraparound program administered by SSA and  
36 available to clients returning from or being considered for placement in group homes.

37 AG. Youth Specialist means a person who may have a Bachelor's degree or a high school diploma

with a background working minors. In the spirit of the MHSA these positions should be filled by adequate numbers of bilingual, bicultural staff to meet the referral need of the program. Former mental health consumers or the family members of consumers should also be given a high priority for these positions because of their unique insight into the experiences of clients.

AH. Youthful Offender means a person under age twenty-five (25) who has had sustained charges as a minor and has been identified as needing mental health or other rehabilitative services while in, or following the release from, the custody of the Orange County Probation Department; and for whom continued mental health or other rehabilitative services upon release from custody will decrease the probability of new law violations or psychiatric hospitalization.

## II. BUDGET

A. The following budget is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

ADMINISTRATIVE COSTS	Period One	Period Two	
Salaries	\$ 33,026	<del>\$ 71,794</del>	\$ 49,240
Benefits	8,453	<del>18,316</del>	8,517
Service and Supplies	<u>4,557</u>	<del>9,950</del>	<u>10,466</u>
SUBTOTAL	\$ 46,036	<del>\$ 100,060</del>	\$ 68,233
PROGRAM COSTS			
Salaries	\$143,954	<del>\$ 547,333</del>	\$ 809,031
Benefits	35,301	<del>127,637</del>	194,167
Services and Supplies	253,798	<del>604,946</del>	603,579
Subcontractors	50,000	<del>120,000</del>	0
Start-up	<u>96,450</u>	<del>0</del>	<u>0</u>
SUBTOTAL	\$579,503	<del>\$1,399,916</del>	<u>1,606,777</u>
TOTAL GROSS COSTS	\$625,539	<del>\$1,499,976</del>	<u>\$1,675,000</u>
REVENUES			
Federal/EPSTD Medi-Cal Maximum	\$ 17,597	\$ 42,197	
MHSA	<u>\$607,942</u>	<del>\$1,457,779</del>	<u>1,632,803</u>
TOTAL REVENUE	\$625,539	<del>\$1,499,976</del>	<u>\$1,675,000</u>
TOTAL CONTRACT MAXIMUM	\$625,539	<del>\$1,499,976</del>	<u>1,675,000</u>

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

C. CONTRACTOR shall make written application to ADMINISTRATOR, in advance, 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 clients. CONTRACTOR's application shall include a narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining impact of the shift as may be applicable to future years. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR prior to implementation by CONTRACTOR.

### **III. PARTNERSHIP**

PARTNERSHIP WITH PROBATION DEPARTMENT - The Probation Department assumes the ultimate responsibility and accountability for Probation clients. All program resources utilized for Probation client referrals must be approved by the Probation Department in accordance with the agency's Community Resources Guidelines and Expectations. The approval process includes, but is not limited to, a program assessment to determine the extent and quality of approved services to be provided; liability insurance for all paid and unpaid personnel; verification of staff licenses, education and experience; and subsequent program monitoring. Programs must be in compliance with all federal, state and local laws, rules, guidelines and regulations. Program staff that are currently on probation, parole or pending any criminal charge cannot provide services to Probation Department referred clients. CONTRACTOR agrees to provide the referring Deputy Probation Officer with an initial treatment plan, monthly progress reports, information regarding missed appointments within forty-eight (48) hours, and notification in the event that a probation client is known to be in violation of an existing Court order within forty-eight (48) hours. Participation in the program assessment process does not necessarily guarantee Probation Department approval.

### **IV. PAYMENTS**

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$125,108 per month for Period One ~~and \$124,998 for Period Two.~~ For Period Two, CONTRACTOR SHALL BE

1 REIMBURSED \$124,998 PER MONTH FROM July 2008 through March 2009 and \$183,340 per  
 2 month from April 2009 through June 2009. All payments are interim payments only, and subject to  
 3 Final Settlement in accordance with the Cost Report paragraph of this Agreement for which  
 4 CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided,  
 5 however, the total of such payments does not exceed COUNTY's Total Maximum Obligation, and,  
 6 provided further, CONTRACTOR's costs are reimbursable pursuant to Federal, State and County  
 7 regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for  
 8 which the provisional amount specified above has not been fully paid.

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

13 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the  
 14 provisional amount payments exceed the actual cost of, or Medi-Cal billed for, providing services,  
 15 ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed  
 16 the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-  
 17 to-date actual cost incurred or Medi-Cal revenue billed by CONTRACTOR.

18 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the  
 19 provisional amount payments are less than the actual cost of, or Medi-Cal billed for, providing services,  
 20 ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR  
 21 by an amount not to exceed the difference between the year-to-date provisional amount payments to  
 22 CONTRACTOR and the year-to-date actual cost incurred or Medi-Cal revenue billed by  
 23 CONTRACTOR.

24 B. CONTRACTOR's billing shall be on a form approved or supplied by ADMINISTRATOR and  
 25 provide such information as is required by ADMINISTRATOR. Billings are due by the fifteenth (15th)  
 26 of the month, for the preceding month of service, and payments to CONTRACTOR should be released  
 27 by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed billing  
 28 form.

29 C. All billings to ADMINISTRATOR shall be supported, at CONTRACTOR's facility, by source  
 30 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,  
 31 cancelled checks, receipts, receiving records, and records of services provided.

32 D. ADMINISTRATOR may withhold or delay any payment, if CONTRACTOR fails to comply  
 33 with any provision of this Agreement.

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

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## **V. RECORDS**

### **A. RECORDS**

1. Client Records - CONTRACTOR shall maintain adequate records on each individual client which shall include diagnostic studies, records of client interviews, progress notes, and records of service provided by various personnel in sufficient detail to permit an evaluation of services. Utilization Control Meeting and Utilization Review Meeting minutes shall be prepared, retained, and available for inspection.

2. Financial Records - CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records shall 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 shall be made in accordance with generally accepted principles of accounting, and Medicare regulations. The client eligibility determination and fee charged to and collected from clients, together with a record of all billings rendered and revenues received from any source, on behalf of clients treated pursuant to this Agreement, must be reflected in CONTRACTOR's financial records.

### **B. RECORDS RETENTION**

1. Financial and Client records, with the exception of client records for persons under the age of eighteen (18) years, shall be retained by CONTRACTOR for a minimum of four (4) years.

2. Client records of persons under the age of eighteen (18) years, shall be retained by CONTRACTOR for one (1) year past the person's eighteenth (18th) birthday, or for seven (7) years, whichever is greater.

3. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement, as to which exception has been taken by federal, state or county governments, shall be retained by CONTRACTOR until disposition of such appeals, litigation, claims, or exceptions is completed.

4. Except for records which relate to litigation or settlement of claims, CONTRACTOR may, in fulfillment of its obligation to retain the financial and client records as required by this Agreement, substitute photographs, microphotographs, or other authentic reproductions of such records acceptable to ADMINISTRATOR, after the expiration of two (2) years following termination of this Agreement, unless a shorter period is authorized, in writing, by ADMINISTRATOR.

C. RECORDS LOCATION - All CONTRACTOR's books of accounts and records related to the costs of services, client fees, charges, billings and revenues received shall be made available at one (1) location within the limits of the County of Orange or other local location approved, in writing, by ADMINISTRATOR.

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## **VI. REPORTS**

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

### **B. FISCAL**

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of Exhibit A to this Agreement. Such reports shall include number of clients by program. The reports shall be received by ADMINISTRATOR no later than fifteen (15) calendar days following the end of the month reported.

2. CONTRACTOR shall submit monthly Year-End Expenditure and Revenue Projection Reports to ADMINISTRATOR by the 15th of the month for the preceding month of service. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Service paragraph of Exhibit A to this Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. The reports shall also include units of service and number of participants by program.

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual staff hours worked by position, DSH's provided by position, case load by position, and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by ADMINISTRATOR by the fifteenth (15) of the month for the preceding month of service.

D. PROGRAMMATIC - CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR by the fifteenth (15) of the month for the preceding month of service. Programmatic reports shall include a description of CONTRACTOR's progress in implementing the provisions of this Agreement, number of active cases, number of client's admitted/discharged, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement.

E. PERFORMANCE OUTCOMES – ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome measure guidelines for the purpose of evaluating the impact or contribution of CONTRACTOR's services on the well-being of the Orange County residents

being served under the terms of this Agreement.

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F. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make 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 and allow thirty (30) calendar days for CONTRACTOR to respond.

## **VII. SERVICES**

### **A. FACILITIES**

1. CONTRACTOR shall maintain one (1) facility which meets the minimum requirements for Medi-Cal eligibility at the following location or any other location approved by ADMINISTRATOR:

1821 E. Dyer Road, Suite 200

Santa Ana, CA 92705

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday throughout the contract term, and maintain the capability to provide services during after-school hours on weekdays, and on the weekends to accommodate clients.

a. CONTRACTOR shall provide client families 24-hour, 7 days a week, and 365 days per year access to their assigned case manager or a substitute acceptable to ADMINISTRATOR. CONTRACTOR shall also develop with each client or family a plan for crisis intervention services which includes whom to contact for emergency psychiatric services.

3. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend Subparagraph IV.A.2. above.

4. Upon ADMINISTRATOR’s certification of the provider’s existing site, CONTRACTOR shall be responsible for making any necessary changes to meet Medi-Cal site standards.

### **B. FULL SERVICE WRAPAROUND (FSW) SERVICES**

1. CONTRACTOR will coordinate with ADMINISTRATOR and Orange County Probation Department to identify individuals to be served by this contract.

2. CONTRACTOR will assess potential clients meeting the following criteria unless written exception is granted by ADMINISTRATOR:

a. Orange County residents;

b. Displaying behaviors or a history indicative of Seriously Emotionally Disturbed as defined by WIC Section 5000.3, or Serious Mental Illness as defined by WIC;

c. Between the ages of 0 to 25 (until 26th birthday) and their families;

d. Unserved or underserved because of linguistic or cultural isolation; and

e. A ward or former ward who received mental health or other rehabilitation services while in the custody of the Orange County Probation Department or the Juvenile Justice Commission of Orange County and is or at the risk of homeless; multiple psychiatric hospitalizations; experiencing

1 their first psychotic episodes; uninsured and exiting Probation systems; with special needs and/or co-  
2 occurring disorders; and children of parents with serious mental illness.

3 3. CONTRACTOR will provide supportive services for all persons referred but not admitted  
4 to the FSW until those persons can be engaged in alternative services. Referrals to alternate services and  
5 the supported services provided until engagement will be reviewed and approved by  
6 ADMINISTRATOR.

7 4. CONTRACTOR shall provide a full service/wraparound program (FSW) for youthful  
8 offenders. The FSW program will provide culturally competent in-home, intensive, mental health case  
9 management services addressing family needs across all life domains of the client. In the program, a  
10 case manager and an enrollee/family will form a service team which will identify strengths, needs and  
11 resources, including additional people to be added to the team. The team will develop a service plan for  
12 each enrollee within thirty (30) calendar days of enrollment. The implementation of the service plan  
13 will be the responsibility of the team using a "what-ever-it-takes" approach to promote success, safety,  
14 and permanence in the home, school and community. The plan will cover the entire range of needs for  
15 the youth and/or family: housing, employment, and medical, etc. in addition to mental health services.  
16 The team will be responsible for identifying ways of addressing need through linkage to existing  
17 services in the community, and will also have limited access to additional funding to access other  
18 needed services or support as necessary. Every effort should be made to include the client's Probation  
19 Officer as a team member in the implementation of the client's service plan.

20 5. CONTRACTOR will ensure that every client is engaged in mental health treatment  
21 appropriate to his/her diagnosis and level of distress. Therapists, psychiatrist and others providing  
22 treatment will be included on the FSW team unless otherwise approved in writing by  
23 ADMINISTRATOR.

24 6. CONTRACTOR will follow procedures provided by ADMINISTRATOR regarding the  
25 request for, use, and accounting of Individual Services and Support funds. CONTRACTOR shall obtain  
26 written authorization from contract consultant for each individual purchase made on behalf of a client or  
27 family in an amount over five hundred dollars (\$500).

28 7. CONTRACTOR shall maintain caseloads as approved by CONTRACT CONSULTANT  
29 with annual expected enrollment of seventy ~~(70)~~ (90).

30 8. CONTRACTOR shall record and input into IRIS all Medi-Cal direct service hours  
31 delivered in the FSW.

32 9. CONTRACTOR shall ensure a face to face contact weekly for every client or family  
33 admitted to the program unless written exception is granted by CONTRACT CONSULTANT.

34 10. CONTRACTOR shall collect and input all data about characteristics and progress of the  
35 clients into the State database developed for this purpose.

36 11. CONTRACTOR shall review the financial status of all enrollees using the Universal  
37 Method of Determining Ability to Pay (UMDAP), unless otherwise approved in writing by

ADMINISTRATOR.

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12. CONTRACTOR shall maximize collection of Medi-Cal and other third party coverage whenever appropriate and follow all State and ADMINISTRATOR procedures for doing so.

13. CONTRACTOR shall provide face-to-face contact within three (3) working days of client's referral for services.

14. CONTRACTOR shall not refuse client referrals if CONTRACTOR has available space and appropriate staffing to take additional clients, unless otherwise approved by ADMINISTRATOR.

15. CONTRACTOR shall secure agreement from ADMINISTRATOR prior to recommending a client for discharge. Planning for discharge or transition to an appropriate alternative service shall be initiated at admission to the FSW and be incorporated into the service plan.

16. CONTRACTOR shall develop and maintain an advisory committee for the FSW program, which shall meet at least monthly to review and comment on the progress of the program. Clients, former clients or family members shall be represented on the committee, as well as relevant community representatives mutually agreed upon by ADMINISTRATOR and CONTRACTOR.

17. CONTRACTOR shall attend:

- a. Case conferences, as requested by County staff to address any aspect of clinical care.
- b. Monthly ADMINISTRATOR staff meetings to discuss contractual and other issues related to, but not limited to compliance with policies and procedures, statistics and clinical services.
- c. Clinical staff training for individuals by ADMINISTRATOR representatives. Such training shall be conducted by CONTRACTOR and/or ADMINISTRATOR.
- d. Quarterly QIC meetings.

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

19. CONTRACTOR shall conduct Supervisory Reviews at sixty (60) calendar day and six (6) month intervals, in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all Federal, State, and local guidelines and standards.

20. CONTRACTOR shall input all IRIS data in accordance with ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR will be compiled using only ADMINISTRATOR IRIS reports, if available, and if applicable.

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

1 22. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend any of  
2 the requirements described in this Services paragraph.

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

8 D. PERFORMANCE OUTCOMES – CONTRACTOR will complete Performance Outcome  
9 Measure as required by State and/or ADMINISTRATOR. The expected outcomes for the Monitoring  
10 Plan are to enable clients to adaptively function at a higher and more appropriate level and to provide a  
11 quantifiable and repeatable measure to assess overall program effectiveness. CONTRACTOR will  
12 cooperate in data collection in order to develop baseline figures for future evaluation and report  
13 performance in terms of client satisfaction, length of stay, and duration of services.

14 E. CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent  
15 manner by recruiting, hiring and maintaining staff that can provide services to the diverse population  
16 served under this Agreement. CONTRACTOR shall provide services in a language appropriate and  
17 culturally sensitive manner, in a setting accessible to diverse communities. Cultural diversity includes  
18 ethnicity, age, sexual orientation, gender, and persons who are physically challenged. CONTRACTOR  
19 shall document its efforts to provide services in a culturally competent manner. Documentation may  
20 include, but not be limited to, the following:

- 21 1. Records in personnel files attesting to efforts made in recruitment and hiring practices, and  
22 participation in ADMINISTRATOR sponsored and other cultural competency training;
- 23 2. The availability of literature in multiple languages/formats as appropriate; and
- 24 3. The identification of measures taken to enhance accessibility for, and sensitivity to,  
25 physically challenged communities.

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

31 G. COUNTY RESPONSIBILITIES

- 32 1. ADMINISTRATOR may designate a CONTRACT CONSULTANT who shall:
  - 33 a. Provide, or cause to be provided, training and ongoing consultation to  
34 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with CYS Standards of Care  
35 practices, policies and procedures, Charting Manual, and State Rehabilitation Manual requirements.
  - 36 b. Assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance  
37 with workload standards, productivity, and Medi-Cal documentation.

1 c. Review client charts to assist CONTRACTOR in ensuring compliance with CYS  
2 policies and procedures, and Medi-Cal requirements.

3 d. Reviews and approves all referrals of potential clients to alternate services.

4 e. Reviews and approves all admissions, discharges from the program and extended stays  
5 in the program.

6 2. ADMINISTRATOR's Central Quality Review and Training shall:

7 a. Make available, training to CONTRACTOR's staff in CYS charting procedures.

8 b. Conduct periodic reviews of client charts to monitor CONTRACTOR's compliance  
9 with CYS policies and procedures, and Medi-Cal requirements.

10 c. Monitor CONTRACTOR's completion of corrective action plans filed in response to  
11 Med-Cal and other reviews.

12 d. Monitor CONTRACTOR's degree of compliance with ADMINISTRATOR's  
13 Standards of Care, and CYS Policies and Procedures, including but not limited to those pertaining to  
14 Quality Improvement, Medication Monitoring and Supervisory Review.

15 H. QUALITY IMPROVEMENT

16 1. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement  
17 Implementation Plan, and procedures provided by ADMINISTRATOR which describe the requirements  
18 for quality improvement, supervisory review, and medication monitoring.

19 2. CONTRACTOR shall agree to adopt and comply with the written CYS Charting Manual or  
20 its equivalent, and the State Rehabilitation Manual, as provided by ADMINISTRATOR, which  
21 describes, but is not limited to, the requirements for Medi-Cal, and CYS charting standards.

22 3. CONTRACTOR shall regularly review their Charting, IRIS data input, and billing systems  
23 to ensure compliance with ADMINISTRATOR and state policies and procedures, and establish  
24 mechanisms to prevent inaccurate claim submissions.

25 4. CONTRACTOR shall maintain on file at the facility minutes and records of all quality  
26 improvement meetings and processes. Such records and minutes shall also be subject to regular review  
27 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and  
28 CYS policies and procedures.

29 5. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC  
30 and medication monitoring meetings.

31 6. CONTRACTOR shall participate in any clinical case review and implement any  
32 recommendations made by ADMINISTRATOR to improve client care.

33 I. RSA Tokens – ADMINISTRATOR will provide CONTRACTOR the necessary number of  
34 RSA Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

37 2. CONTRACTOR shall maintain an inventory of the RSA Tokens, by serial number, and the

staff member to whom each is assigned.

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

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

a. Token of each staff member who is no longer performing work related to this Agreement.

b. Token of each staff member who no longer requires access to IRIS.

c. Token of each staff member who leaves employment of CONTRACTOR.

d. Tokens that are malfunctioning.

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

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

## VIII. STAFFING

A. CONTRACTOR shall provide the following staffing for Period One and Period Two, expressed in Full-time Equivalents (FTEs), which shall be equal to an average of forty (40) hours per week, to provide ~~in-home crisis stabilization services~~ Full Service Wraparound services:

	PERIOD ONE	PERIOD TWO	
	<u>FTEs</u>	<u>FTEs</u>	
ADMINISTRATION			
Executive Director	0.10	<del>0.02</del>	<u>0.10</u>
Accounting Specialist	1.00	<del>1.00</del>	<u>0.80</u>
Human Resource Specialist	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
SUBTOTAL ADMINISTRATIVE FTE's	1.60	<del>1.52</del>	<u>1.40</u>
PROGRAM			
Program Director	0.75	<del>0.75</del>	<u>1.00</u>
Case Management Supervisor	1.00	2.00	
<del>Behavioral Coach</del>	2.00	<del>4.00</del>	0.00
<u>Service Coordinators</u>	0.00		<u>6.00</u>
<del>Personal Service Coordinator</del>	2.00	<del>4.00</del>	0.00
<u>Transition Coordinators</u>	0.00		<u>6.00</u>
<u>Clinician (Bilingual)</u>	0.00		<u>2.00</u>
<u>Facilities Supervisor</u>	0.00		<u>1.00</u>
<u>Employment Coordinator</u>	0.00		<u>1.00</u>

1	<u>Medi-Cal Administrator</u>	0.00		<u>1.00</u>
2	<u>QA Assurance Specialist I</u>	0.00		<u>1.00</u>
3	<u>QA Assurance Specialist II</u>	0.00		<u>1.00</u>
4	<del>QA Manager</del>	1.00	<del>1.00</del>	0.00
5	Information & Referral <del>Specialist</del>			
6	<u>Coordinator</u>	<u>1.00</u>	<u>1.00</u>	
7	SUBTOTAL PROGRAM FTEs	7.75	<del>12.75</del>	<u>23.00</u>
8				
9	TOTAL FTEs	9.35	<del>14.27</del>	<u>24.40</u>

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

2. CONTRACTOR shall recruit, hire, train and maintain staff who are clients, former clients or their family members and who are qualified for the position(s) sought. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices, and identification of measures taken to enhance accessibility for potential staff in these categories.

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

a. CONTRACTOR shall meet minimum requirements for supervision of each student intern as required by the state Licensing Board and/or school program descriptions or work contracts.

b. A student intern is a person enrolled in an accredited graduate program or a person with a counseling or other human services related degree, accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming either a Marriage and Family Therapist, a Licensed Clinical Social Worker, or a licensed Clinical Psychologist. Persons with graduate degrees and who have two (2) years full-time experience in a mental health setting, either post-degree or as part of the program leading to the graduate degree, shall not be considered as students.

4. CONTRACTOR shall maintain personnel files for each staff person, which shall include, but not be limited to, an application for employment, qualifications for the position, applicable licenses,



1 waivers, registrations, documentation of bicultural/bilingual capabilities, pay rate, training, and  
2 evaluations justifying pay increases.

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4 5. All positions are required to maintain a log delineating hours worked and allocated to each  
5 program of CONTRACTOR.

6 6. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5)  
7 working days following the termination, resignation, or notice of resignation of any clinical employee.  
8 The report shall include the employee's name, position title, date of resignation, and a description of the  
9 recruitment activity to replace the employee.

10 7. CONTRACTOR shall provide a minimum of 16 hours of training annually on the  
11 wraparound model, as exemplified by WOC, its applications and related topics to direct service staff in  
12 the FSW. This training shall be coordinated with WOC and may include such other topics identified by  
13 the COUNTY.

14 8. CONTRACTOR shall provide a minimum of one (1) hour of individual or two (2) hours of  
15 group supervision weekly to FSW direct service staff covering suicide assessment and crisis  
16 intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse, dealing  
17 with difficult clients, meeting facilitation and medication, confidentiality, identification of strengths,  
18 promoting life skills and such other topics identified by the ADMINISTRATOR. Formal training  
19 sessions may also be used to cover these topics but cannot substitute for weekly supervision hours.

20 B. WORKLOAD STANDARDS - CONTRACTOR shall maintain a minimum client load of  
21 twenty-five (25) clients during Period One. During Period Two CONTRACTOR shall maintain a  
22 minimum client load of seventy (~~70~~) 90 clients. CONTRACTOR shall provide FSW services as  
23 specified in the Services paragraph of Exhibit A to this Agreement. Workload standards will be  
24 prorated during the first year of service in accordance with a mutually agreed upon phase-in schedule.  
25 CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to  
26 exceed this minimum.

27 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend any of the  
28 requirements described in this Staffing paragraph.

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Attachment B: Redline Version to Attachment A

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