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REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2012¹ through June 30, 2014²Period One means the period from July 1, 2012 through June 30, 2013Period Two means the period from July 1, 2013 through June 30, 2014**Aggregate Maximum Obligation:**Period One Aggregate Maximum Obligation: \$275,000Period Two Aggregate Maximum Obligation: 275,000TOTAL AGGREGATE MAXIMUM OBLIGATION: \$550,000**Basis for Reimbursement:** -Actual Cost**Payment Method:** -Provisional ~~Amount~~ Payment**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: «NAME2»
 «CONTACT»
 «ADDRESS»
 «CITY_STATE_ZIP»

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or <u> </u> per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

I. ACRONYMS

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

A.	ADAS	Alcohol and Drug Abuse Services
B.	ARRA	American Recovery and Reinvestment Act
C.	ASRS	Alcohol and Drug Programs Reporting System
D.	BBS	Board of Behavioral Sciences
E.	BHS	Behavioral Health Services
F.	CalOPTIMA	California Orange Prevention and Treatment Integrated Medical Assistance Plan
G.	CAT	Centralized Assessment Team
H.	CCC	California Civil Code
I.	CCR	California Code of Regulations
J.	CFDA	Catalog of Federal Domestic Assistance
K.	CFR	Code of Federal Regulations
L.	CHPP	County HIPAA Policies and Procedures
M.	CHS	Correctional Health Services
N.	CSW	Clinical Social Worker
O.	D/MC	Drug/Medi-Cal
P.	DCR	Data Collection and Reporting
Q.	DD	Dual Disorders
R.	DHCS	Department of Health Care Services
S.	DPFS	Drug Program Fiscal Systems
T.	DRS	Designated Record Set
U.	DSH	Direct Service Hours
V.	DSM	Diagnostic and Statistical Manual of Mental Disorders
W.	EHR	Electronic Health Record
X.	EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
Y.	FRC	Family Resource Center
Z.	FSP	Full Service Partnership
AA.	FSW	Full Service Wraparound
AB.	FTE	Full Time Equivalent
AC.	GAAP	Generally Accepted Accounting Principles
AD.	HCA	Health Care Agency
AE.	HHS	Health and Human Services
AF.	HIPAA	Health Insurance Portability and Accountability Act
AG.	HSC	California Health and Safety Code

1	AH. IRIS	<u>Integrated Records Information System</u>
2	AI. KET	<u>Key Events Tracking</u>
3	AJ. LCSW	<u>Licensed Clinical Social Worker</u>
4	AK. LPCC	<u>Licensed Professional Clinical Counselor</u>
5	AL. LPT	<u>Licensed Psychiatric Technician</u>
6	AM. LVN	<u>Licensed Vocational Nurse</u>
7	AN. MFT	<u>Marriage and Family Therapist</u>
8	AO. MHP	<u>Mental Health Plan</u>
9	AP. MHSA	<u>Mental Health Services Act</u>
10	AQ. MIHS	<u>Medical and Institutional Health Services</u>
11	AR. MTP	<u>Master Treatment Plan</u>
12	AS. NOA-A	<u>Notice of Action</u>
13	AT. NP	<u>Nurse Practitioner</u>
14	AU. NPI	<u>National Provider Identifier</u>
15	AV. NPP	<u>Notice of Privacy Practices</u>
16	AW. OCJS	<u>Orange County Jail System</u>
17	AX. OCPD	<u>Orange County Probation Department</u>
18	AY. OCR	<u>Office for Civil Rights</u>
19	AZ. OCSD	<u>Orange County Sheriff's Department</u>
20	BA. OIG	<u>Office of Inspector General</u>
21	BB. OMB	<u>Office of Management and Budget</u>
22	BC. OPM	<u>Federal Office of Personnel Management</u>
23	BD. P&P	<u>Policy and Procedure</u>
24	BE. PADSS	<u>Payment Application Data Security Standard</u>
25	BF. PAF	<u>Partnership Assessment Form</u>
26	BG. PBM	<u>Pharmaceutical Benefits Management</u>
27	BH. PC	<u>State of California Penal Code</u>
28	BI. PCI DSS	<u>Payment Card Industry Data Security Standard</u>
29	BJ. PHI	<u>Protected Health Information</u>
30	BK. PII	<u>Personally Identifiable Information</u>
31	BL. POC	<u>Plan of Care</u>
32	BM. PRA	<u>Public Record Act</u>
33	BN. PSC	<u>Personal Services Coordinator</u>
34	BO. QIC	<u>Quality Improvement Committee</u>
35	BP. RCL	<u>Rate Classification Level</u>
36	BQ. RN	<u>Registered Nurse</u>
37	BR. SAMSHA	<u>Substance Abuse and Mental Health Services Administration</u>

1	BS. SSA	Social Services Agency
2	BT. SSI	Social Security Income
3	BU. TAY	Transitional Age Youth
4	BV. TBS	Therapeutic Behavioral Services
5	BW. UMDAP	Universal Method of Determining Ability to Pay
6	BX. USC	United States Code
7	BY. WIC	State of California Welfare and Institutions Code
8	BZ. WRAP	Wellness Recovery Action Plan
9	CA. XML	Extensible Markup Language

II. 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.

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")~~

2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of HCA. Notwithstanding the above, this term does not include part-time or per diem employees, contractors,

1 subcontractors, agents, and other persons who are not reasonably expected to work more than one
 2 hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at
 3 the point when they work more than one hundred sixty (160) hours during the calendar year.
 4 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
 5 ADMINISTRATOR's Compliance Program and related policies and procedures.

6 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or
 7 establish its own, provided CONTRACTOR's Compliance Program has been ~~approved~~ verified to
 8 include all required elements by ADMINISTRATOR's Compliance Officer as described in
 9 ~~s~~ Subparagraphs A.4., A.5., A.6., and A.7. below.

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

13 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's
 14 Compliance Program ~~is accepted~~ contains all required elements. CONTRACTOR shall take necessary
 15 action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's
 16 Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required
 17 elements.

18 6. Upon ~~approval of CONTRACTOR's Compliance Program by~~ written confirmation from
 19 ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all
 20 required elements, CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers,~~
 21 ~~and members of Board of Directors or duly authorized agents, if appropriate, ("all Covered Individuals")~~
 22 relative to this Agreement are made aware of CONTRACTOR's Compliance Program and related
 23 policies and procedures.

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

28 B. SANCTION SCREENING ~~—~~ CONTRACTOR shall screen all Covered Individuals employed
 29 or retained to provide services related to this Agreement to ensure that they are not designated as
 30 "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services
 31 Administration's List of Parties Excluded from Federal Programs ~~and~~ the Health and Human
 32 Services/Office of Inspector General OIG List of Excluded Individuals/Entities, and Medi-CAL
 33 Suspended and Ineligible List.

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

35 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
 36 federal health care programs; or
 37

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

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

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

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

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

22 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
23 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
24 Such individual or entity shall be immediately removed from participating in any activity associated
25 with this ~~AGREEMENT.~~ Agreement. ADMINISTRATOR will determine ~~if any~~ appropriate repayment
26 ~~is necessary from~~ or sanction CONTRACTOR for services provided by ineligible person or individual.

27 7. CONTRACTOR shall promptly return any overpayments within in forty-five (45) days after
28 the overpayment is verified by the ADMINISTRATOR.

29 C. COMPLIANCE TRAINING ~~—~~ — ADMINISTRATOR shall make General Compliance Training
30 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

37 34. Each Covered Individual attending training shall certify, in writing, attendance at

1 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
2 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

3 D. CODE OF CONDUCT ~~—~~ ADMINISTRATOR has developed a Code of Conduct for adherence
4 by ADMINISTRATOR's employees and contract providers.

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

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

11 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or
12 establish its own provided CONTRACTOR's Code of Conduct has been approved by
13 ADMINISTRATOR's Compliance Officer as described in ~~s~~subparagraphs D.4., D.5., D.6., D.7., and
14 D.8. below.

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

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

20 6. Upon approval of CONTRACTOR's Code of Conduct by ~~—~~ADMINISTRATOR,
21 CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers, and members of~~
22 ~~Board of Directors or duly authorized agents, if appropriate, ("~~all
23 Covered Individuals")) relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.

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

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

31 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

1 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims
2 for payment or reimbursement of any kind.

3 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
4 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes
5 which accurately describes the services provided ~~rendered~~ and must ensure compliance with all billing
6 and documentation requirements.

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

9 //

10 **V. CONFIDENTIALITY**

11 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
12 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
13 regulations, ~~including 42 United States Code 290dd-2 (Confidentiality of Records)~~, as they now exist or
14 may hereafter be amended or changed.

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

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

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

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

VI. COST REPORT

A. CONTRACTOR shall submit ~~a separate~~ Cost Report to COUNTY 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 or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and county requirements ~~and~~ generally accepted accounting principles ~~and the Special Provisions Paragraph of this Agreement~~. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for Period One and Period Two, or for a portion thereof, for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

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

a. CONTRACTOR may be assessed a late penalty of ~~one~~ five hundred dollars (\$~~1~~500) for each business day after the above specified due date that the accurate and complete individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of ~~the~~ ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

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

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

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

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

7 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 8 less applicable revenues and late penalty, not to exceed ~~COUNTY's~~ the applicable Maximum Obligation
 9 for each period as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR
 10 shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal,
 11 state and county laws, regulations and requirements. Any payment made by COUNTY to
 12 CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or
 13 service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment,
 14 within thirty (30) calendar days of submission of the individual Cost Reports or COUNTY may elect to
 15 reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
 16 COUNTY.

17 D. Unless approved by ADMINISTRATOR, costs that exceed the ~~S~~ state Maximum Allowance per
 18 Medi-Cal Unit of Services, as determined by the State ~~Department of Mental Health~~ DHCS, shall be
 19 unreimbursable to CONTRACTOR.

20 E. In the event CONTRACTOR is authorized to retain unanticipated revenues as described in the
 21 Budget ~~p~~ Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify, in the individual and
 22 consolidated Cost Report for each period, the services rendered with such revenues.

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

31 G. If the individual Cost Report for each period indicates the actual and reimbursable costs of
 32 services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than
 33 the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR
 34 the difference, provided such payment does not exceed the Maximum Obligation of COUNTY for the
 35 period.

36 H. ~~The~~ All Cost ~~Report~~ Reports for each period shall contain the following attestation, which may
 37 be typed directly on or attached to the Cost Report:

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

Signed _____
Name _____
Title _____
Date _____"

//

VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. 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.~~ ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

B. 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.

C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. ~~C.~~ For CONTRACTORS which are for-profit organizations, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,

1 including a change to a sole proprietorship, or a change in fifty percent (50%) or more of
 2 CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any
 3 attempted assignment or delegation in derogation of this paragraph shall be void.

4 5 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

16 //

17 **IX. EQUIPMENT**

18 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
 19 ~~moveable~~ all property of a ~~relatively permanent~~ Relatively Permanent nature with significant value,
 20 purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in
 21 this Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer.
 22 Equipment which costs \$5,000 or over, including ~~sales taxes, freight charges,~~ sales taxes, and other
 23 taxes, and installation costs are ~~considered Fixed~~ defined as Capital Assets. Equipment which ~~cost less~~
 24 ~~than~~ costs between \$600 and \$5,000, including ~~sales taxes, freight charges,~~ sales taxes and other taxes,
 25 and installation costs are ~~considered Minor Equipment or~~ defined as Controlled Assets. Equipment.
 26 Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and
 27 lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this
 28 Agreement shall be depreciated according to generally accepted accounting principles.

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

35 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY
 36 the cost of ~~specified items of~~ the approved Equipment purchased by CONTRACTOR. To "expense," in
 37 relation to Equipment, means to charge the ~~full~~ proportionate cost of Equipment in the fiscal year in

1 which it is purchased. Title of expensed Equipment shall be vested with COUNTY ~~and the Equipment~~
2 ~~shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.~~

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

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

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

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

20 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
21 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY ~~Loaned~~
22 Equipment.

23 **X. FACILITIES, PAYMENTS AND SERVICES**

24 CONTRACTOR agrees to provide the services, staffing, ~~facilities,~~ and supplies in accordance with
25 Exhibit A₂ to this Agreement. COUNTY shall compensate, and authorize, when applicable, said
26 services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at
27 least the minimum number and type of staff which meet applicable federal and state requirements, and
28 which are necessary for the provision of the services hereunder.
29

30 **XI. INDEMNIFICATION AND INSURANCE**

31 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
32 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
33 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
34 (~~"(COUNTY INDEMNITEES")~~) harmless from any claims, demands or liability of any kind or nature,
35 including but not limited to personal injury or property damage, arising from or related to the services,
36 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
37

1 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 2 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 3 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
 4 a jury apportionment.

5 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall
 6 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
 7 covering its operations as specified ~~on~~ in the Referenced Contract Provisions of this Agreement.

8 C. All insurance policies except Workers' Compensation, Employer's Liability, and Professional
 9 Liability shall contain the following clauses:

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

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

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

17 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be
 18 mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.

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

22 F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be issued by an
 23 insurer licensed to do business in the state of California (California Admitted Carrier).

24 **XII. INSPECTIONS AND AUDITS**

25 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 26 of the State of California, the Secretary of the United States Department of Health and Human Services,
 27 the Comptroller General of the United States, or any other of their authorized representatives, shall have
 28 access to any books, documents, and records, including but not limited to, financial statements, general
 29 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
 30 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
 31 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
 32 in the Records Management and Maintenance ~~p~~ Paragraph of this Agreement. Such persons may at all
 33 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
 34 premises in which they are provided.
 35

36 B. CONTRACTOR shall actively participate and cooperate with any person specified in
 37 sSubparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

1 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
2 evaluation or monitoring.

3 C. AUDIT RESPONSE

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

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

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

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

23
24 **XIII. LICENSES AND LAWS**

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

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

- 36 1. ~~State of California Welfare and Institutions Code (WIC),~~ Divisions 5, 6 ~~& and~~ 9;
37 2. ~~State of California Health and Safety Code, Sections~~ HSC, §§1250 et seq.

- 1 3. ~~State of California Penal Code (PC)~~, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
2 Abuse Reporting;
- 3 4. ~~California Code of Regulations (CCR)~~, Title 9, Title 17, and Title 22;
- 4 5. ~~Code of Federal Regulations (CFR)~~, Title 42 and Title 45;
- 5 6. ~~United States Code (U.S.C.A.)~~ USC Title 42;
- 6 7. Federal Social Security Act, Title XVIII and Title XIX;
- 7 8. ~~The~~ 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990 ~~(42~~
8 ~~U.S.C.A., Chapter 126, 12101, et seq.)~~;
- 9 9. ~~The~~ 42 USC, §114 and §§1857, et seq., the Clean Air Act ~~(42 U.S.C.A. Section 114 and~~
10 ~~Section 1857, et seq.)~~;
- 11 10. ~~The~~ 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act ~~(33~~
12 ~~U.S.C.A. 84, Section 308 and Sections 1251 et seq.)~~;
- 13 11. 31 USC 7501.70, Federal single Audit Act of 1984 ~~(31 U.S.C.A. 7501.70)~~;
- 14 12. Policies and procedures set forth in ~~Mental Health Plan (MHP)~~ Letters;
- 15 13. Policies and procedures set forth in ~~Department of Mental Health (DMH)~~ DHCS Letters;
- 16 ~~14.~~ 14. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if
17 applicable.
- 18 15. OMB Circulars A-87, A-89, A-110, A122.
- 19 16. Federal Medicare Cost reimbursement principles and cost reporting standards;
- 20 ~~17.~~ ~~15.~~ Orange County Medi-Cal Mental Health Managed Care Plan;
- 21 ~~16~~18. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
22 Management.
- 23 ~~17. Health Insurance Portability and Accountability Act (HIPAA), as it may exist now, or be~~
24 ~~hereafter amended, and if applicable.~~
- 25 ~~18. Office of Management and Budget (OMB) Circulars A 87, A 89, A 110, and A122.~~

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

31 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 32 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
33 of the award of this Agreement:
- 34 a. In the case of an individual contractor, his/her name, date of birth, social security
35 number, and residence address;
- 36 b. In the case of a contractor doing business in a form other than as an individual, the
37 name, date of birth, social security number, and residence address of each individual who owns an

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

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

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

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

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

15 **XIV. LITERATURE AND ADVERTISEMENTS**

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

23 ~~— B. CONTRACTOR shall also clearly explain through these materials that there shall be no
24 unlawful use of drugs or alcohol associated with the services provided pursuant to this Agreement, as
25 specified in California Health and Safety Code, Section 11999.~~

26 ~~— C//~~

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

30 **XV. MAXIMUM OBLIGATION**

31 [SC1]The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
32 agreements for ~~the Provisions of~~ Outpatient Services For Children and Transitional Age Youth with Co-
33 Occurring Mental Health and Substance Abuse Disorders during Period One and Period Two is as
34 specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with
35 CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation
36 applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a
37

1 fraction of this Aggregate Maximum Obligation.

3 XVI. NONDISCRIMINATION

4 A. EMPLOYMENT

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

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

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

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

33 1. For the purpose of this ~~s~~Subparagraph B., "~~d~~Discrimination" includes, but is not limited to
34 the following based on one or more of the factors identified above:

- 35 a. Denying a client or potential client any service, benefit, or accommodation.
- 36 b. Providing any service or benefit to a client which is different or is provided in a
37 different manner or at a different time from that provided to other clients.

1 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
2 by others receiving any service or benefit.

3 d. Treating a client differently from others in satisfying any admission requirement or
4 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
5 any service or benefit.

6 e. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

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

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

1
2 **XVII. NOTICES**

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

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

8 2. When faxed, transmission confirmed;

9 3. When sent by Email; or

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

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

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

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

22 E. In the event of a death, notification shall be made in accordance with the Notification of Death
23 ~~p~~ Paragraph of this Agreement.

24
25 **XVIII. NOTIFICATION OF DEATH**

26 A. NON-TERMINAL ILLNESS DEATH

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

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

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

37 B. TERMINAL ILLNESS DEATH

1 the known harmful effect of any use or disclosure of ~~protected health information~~ PHI made in violation
2 of federal or state regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

23 1. Have documents readily available within ~~twenty-four (24)~~ forty-eight (48) hour notice of a
24 scheduled audit or site visit.

25 2. Provide auditor or other authorized individuals access to documents via a computer
26 terminal.

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

29 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
30 security of ~~Personally Identifiable Information (PII)~~ and/or ~~Protected Health Information (PHI)~~.
31 CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or
32 PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or
33 facsimile.

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

37 J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)

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

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

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

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

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

14 O. CONTRACTOR shall notify ADMINISTRATOR of any ~~Public Record Act (PRA) request~~
 15 ~~requests related to, or arising out of this Agreement~~ within ~~twenty-four (24)~~ forty-eight (48) hours.
 16 CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

17 **XXI. REVENUE**

18 A. CLIENT FEES ~~—~~ CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
 19 clients ~~, except AB 3632 clients,~~ to whom services, other than Medi-Cal Services, are provided pursuant
 20 to this Agreement, their estates and responsible relatives, according to their ability to pay as determined
 21 by the State Department of Mental Health's ~~"Uniform Method of Determining Ability to Pay" (UMDAP)~~
 22 ~~procedure, or by other payment procedure as approved in advance, and in writing by~~
 23 ~~ADMINISTRATOR;~~ and in accordance with Title 9 of the California Code of Regulations. Such fee
 24 shall not exceed the actual cost of services provided. No client shall be denied services because of an
 25 inability to pay.
 26

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

30 C. PROCEDURES ~~—~~ CONTRACTOR shall maintain internal financial controls which adequately
 31 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide
 32 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR
 33 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which
 34 are billed, collected, transferred to a collection agency or deemed by CONTRACTOR to be
 35 uncollectible.
 36

37 **XXII. 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.

#

7 **XXIII. 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, ~~U.S.C.A., Section~~ USC, §1352 (e.g., limitation on use of appropriated funds to influence certain
 14 federal contracting and financial transactions).
- 15 3. Supplanting current funding for existing services.
- 16 4. Fundraising.
- 17 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 18 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 19 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
 20 services.
- 21 7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
 22 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
 23 salary advances or giving bonuses to CONTRACTOR's staff.
- 24 8. Paying an individual salary or compensation for services at a rate in excess of the current
 25 Level I of the Executive Salary Schedule as published by the ~~Federal Office of Personnel Management~~
 26 ~~(OPM)~~. The OPM Executive Salary Schedule may be found at ~~www.opm.gov~~ www.opm.gov.
- 27 9. Severance pay for separating employees.
- 28 10. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
 29 codes and obtaining all necessary building permits for any associated construction.

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

- 32 1. Purchasing or improving land, including constructing or permanently improving any
 33 building or facility, except for tenant improvements.
- 34 2. Providing inpatient hospital services or purchasing major medical equipment.
- 35 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
 36 funds (matching).
- 37 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for

1 CONTRACTOR's clients.

2 5. Funding travel or training (excluding mileage or parking).

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

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

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

8 #

9 **XXIV. STATUS OF CONTRACTOR**

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

21 **XXV. TAX LIABILITY TERM**

22 ~~— CONTRACTOR shall report and pay all applicable federal, state, and local income taxes or similar
23 levies as a result of any monies paid CONTRACTOR under this Agreement. CONTRACTOR shall
24 indemnify, defend and hold COUNTY harmless from all liability, claims, losses, demands, including
25 defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any
26 taxing authority or other agency attempts to obtain from COUNTY any such monies, or penalties or
27 interest imposed, resulting from any failure of CONTRACTOR to comply with the provisions of this
28 paragraph.~~

29 **XXV. TERM**

30
31
32 ~~A.~~ This specific Agreement with CONTRACTOR is only one of several agreements to which
33 the term of this Master Agreement applies. The term of this Master Agreement shall commence on July
34 1, 2014² and terminate on June 30, 2012⁴; provided, however, that the specific term for
35 CONTRACTOR shall be as specified in the Referenced Contract Provisions of this Agreement; and
36 provided further that the parties shall continue to be obligated to comply with the requirements and
37 perform the duties specified in this Agreement. Such duties include, but are not limited to, obligations

1 with respect to confidentiality, indemnification, audits, reporting, and accounting.

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

4 //

5 **XXVI. TERMINATION**

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

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

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

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

28 **D. CONTINGENT FUNDING**

- 29 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 30 a. The continued availability of federal, state and county funds for reimbursement of
 31 COUNTY's expenditures, and
 - 32 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
 33 approved by the Board of Supervisors.
- 34 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
 35 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
 36 CONTRACTOR.

37 E. In the event this Agreement is suspended or terminated prior to the completion of the term as

1 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
2 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
3 term of the Agreement.

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

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

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

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

13 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
14 client's best interests.

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

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

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

25 8. Provide written notice of termination of services to each client being served under this
26 Agreement, within fifteen (15) calendar days of receipt of Termination Notice by ADMINISTRATOR.
27 A copy of the notice of termination of services to each client must also be provided to
28 ADMINISTRATOR within the fifteen (15) calendar day period.

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

31
32 **XXVII. THIRD PARTY BENEFICIARY**

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

35 //

36
37 **XXVIII. WAIVER OF DEFAULT OR BREACH**

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

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

3
4
5 «NAME1»

6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11 BY: _____ DATED: _____

12
13 TITLE: _____

14 COUNTY OF ORANGE

15
16
17 BY: _____ DATED: _____

18 -HEALTH CARE AGENCY

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

27
28
29 BY: _____ DATED: _____

30 DEPUTY

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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
37 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~~FOR PROVISION OF
OUTPATIENT SERVICES FOR CHILDREN AND TRANSITIONAL AGE YOUTH
WITH CO-OCCURRING MENTAL HEALTH AND SUBSTANCE ABUSE DISORDERS

BETWEEN

COUNTY OF ORANGE

AND

«NAME1»

FOR

~~OUTPATIENT SERVICES FOR CHILDREN AND TRANSITIONAL AGE YOUTH WITH
CO-OCCURRING MENTAL HEALTH AND SUBSTANCE ABUSE DISORDERS~~

JULY 1, 2012¹ THROUGH JUNE 30, 2014²

I. DEFINITIONS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Agreement. 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~~the 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. A.~~ A. Active and Ongoing Case Load means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to clients into COUNTY's ~~Integrated Records Information System (IRIS)~~. IRIS Documentation also includes level, frequency, and duration of services received by clients, and these services must be consistent with clients' level of impairments as well as treatment goals. In addition, services are to be individualized and solution-focused, using evidenced-based practices.

~~B.~~ Administrative Support means individual(s) who is/are responsible for providing a broad range of office support to program and management staff that includes: answering and directing phone calls, writing correspondences, entering data in spreadsheets, preparing invoices for payment, maintaining tracking reports and files, and working on special projects, as assigned.

~~D.~~ Admission means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to clients into IRIS.

~~E. CAMINAR means software used for the collection, tracking, and reporting of outcome data for clients enrolled in the Full Service Partnerships (FSP) programs.~~

~~1. 3 M's means the Quarterly Assessment Form being completed for each client every three months in CAMINAR.~~

~~2. Data Certification means reviewing outcome data mandated by the State and COUNTY for~~

1 ~~accuracy and signing a “Certification of Accuracy of Data” attesting to the accuracy of data entered into~~
2 ~~CAMINAR.~~

3 ~~3. Key Events Tracking (KET) means tracking clients’ service movements or changes in~~
4 ~~CAMINAR. A KET must be completed and client data entered into CAMINAR each time the~~
5 ~~CONTRACTOR reports a change of client status in certain categories. These categories include:~~
6 ~~residential status, employment status, education and benefits establishment.~~

7 ~~4. Partnership Assessment Form (PAF) means the baseline assessment for each client that~~
8 ~~must be completed and entered into CAMINAR within thirty (30) days of the FSP date.~~

9 ~~F. Care Coordinator~~ means an individual with a Bachelor’s degree in human services or related
10 field who will be responsible for developing and leading the Family Team and guiding the evolution of a
11 ~~Plan of Care~~ POC for a client.

12 ~~GE. Client~~ means any individual, referred or enrolled, for services under ~~this AGREEMENT~~ the
13 Agreement who is living with mental, emotional, or behavioral disorders.

14 ~~HF. Clinical Director~~ means an individual who is responsible for the day-to-day clinical services of
15 the program, meets the minimum requirements set forth in Title 9, ~~California Code of Regulations~~ CCR,
16 and has at least two (2) years of full-time professional experience working with children and/or
17 ~~Transitional Age Youth~~ TAY in a mental health setting.

18 ~~IG. Crisis Intervention~~ means a service, lasting less than twenty-four (24) hours that is provided to
19 or on the behalf of a client for a condition that requires more timely response than a regularly scheduled
20 visit. Service activities may include, but are not limited to: assessment, individual therapy, collateral
21 therapy, family therapy, case management, and psychiatric evaluation.

22 ~~J H. Data Collection System~~ means software used for the collection, tracking, and reporting of
23 outcomes data for clients enrolled in the FSP programs.

24 1. 3 M’s means the Quarterly Assessment Form being completed for each client every three
25 months in the approved data collection system.

26 2. Data Certification means reviewing outcome data mandated by the State and COUNTY for
27 accuracy and signing a Certification of Accuracy of Data form indicating that the data is accurate.

28 3. KET means the tracking of a client’s service movement or changes in the approved data
29 collection system. A KET must be completed and entered accurately each time the CONTRACTOR is
30 reporting a change from previous client status in certain categories. These categories include: residential
31 status, employment status, education and benefits establishment.

32 4. PAF means the baseline assessment for each client that must be completed and entered into
33 the data collection system within thirty (30) days of the Partnership date.

34 I. Diagnosis means identifying the nature of a client's disorder. When formulating the diagnosis
35 of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current
36 edition of the Diagnostic and ~~Statistical Manual of Mental Disorders (DSM)~~ DSM published by the
37 American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as

1 appropriate.

2 ~~K. Direct Service Hours (J. DSH)~~ means the time, measured in hours and portions of hours,
3 that a clinician spends providing services to clients or significant others on behalf of clients. DSH
4 credit, both billable and non-billable minutes, is obtained by providing mental health, case management,
5 medication support, and crisis intervention services to clients open in IRIS.

6 ~~L. Education Coordinator~~ means an individual who is responsible for providing assistance and
7 support with educational and vocational services as well as developing resources for those clients that
8 wish to further their education or training.

9 ~~M. Employment Coordinator~~ means an individual who provides pre-employment training, job
10 orientation, and site training to clients. This individual is also responsible for assisting clients with job
11 application procedures; teaching social, grooming and dress-for-success personal hygiene skills to
12 clients; and coaching clients on how to maintain employment. In addition, the Employment Coordinator
13 may provide on-the-job mentoring and will work closely with the hiring companies and clients.

14 ~~NM. Engagement~~ means the process where a trusting relationship between CONTRACTOR's
15 staff and client is developed over a short period of time, so CONTRACTOR and client can develop a
16 plan to link the client to appropriate services within the community. Engagement of the client is the
17 objective of a successful outreach.

18 ~~O. N. Face-to-Face Contact~~ means, as it pertains to a ~~Full Service Partnership FSP~~, a direct
19 encounter between CONTRACTOR's staff and client(s)/parent(s)/guardian(s). This does not include
20 contact by phone, email, etc. For the purpose of completing an Encounter Document, Face-to-Face
21 Contact means a direct encounter between staff and client(s), regardless if another individual(s) is/are
22 present or not.

23 ~~P.~~

24 ~~Q. Family Resource Center Services~~ means Mental Health Services provided to clients that are
25 actively enrolled at the ~~County of Orange, Social Services Agency (SSA) Family Resource Center~~
26 ~~(FRC)~~ COUNTY's SSA FRC. FRC is a consortium of agencies providing human services in a single
27 site and under the auspices of SSA.

28 ~~QP. Family Team~~ means a group formed to meet the needs of ~~an~~ FSP eligible client through
29 whatever means possible, and this team includes a program staff, the eligible client, the client's family
30 members, and other support individual(s) the family agrees to include on the team.

31 ~~Q. FSP~~ ~~R. Full Service Partnership (FSP)~~ means a program model described in COUNTY's
32 MHSA plan that has been approved by the State. The MHSA plan describes how COUNTY will utilize
33 MHSA funds to develop and implement treatment plans for mental health clients through FSPs. A FSP
34 is an evidence-based and strength-based model with the focus on the individual rather than the disease.

35 ~~S. Full Service Wraparound (R. FSW)~~ means the specific program model described in COUNTY's
36 MHSA plan. The FSW program provides culturally competent in-home, intensive, mental health care
37 coordination services that will address family needs across all life domains of the client.

1 ~~TS.~~ Group Home is a facility for housing youth and is licensed by Community Care Licensing under
2 the provisions of ~~California Code of Regulations~~ CCR, Title 22, Division 6, et seq.

3 ~~UT.~~ Head of Service means an individual ultimately responsible for overseeing the program and is
4 required to be licensed as a mental health professional.

5 ~~VU.~~ Housing Coordinator means an individual who is responsible for assisting clients with
6 housing solutions. This individual is also responsible for outreach and networking within the
7 community to maintain an up-to-date record of available housing resources. In addition, the coordinator
8 will work with the Family Team to assess the needs of clients.

9 ~~WV.~~ Individual Services and Support Funds (Flexible Funds) means funds used to provide
10 clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their
11 mental illness and improve their overall quality of life. Flexible Funds are generally categorized as
12 housing, client transportation, food, clothing, medical, and miscellaneous expenditures that are
13 individualized and appropriate to support clients' mental health treatment activities.

14 ~~XW.~~ Intake means the initial meeting between a client and CONTRACTOR's staff, and includes
15 an evaluation of the client to determine if the client meets program criteria and is willing to seek
16 services.

17 ~~Y. Integrated Records and Information System (X. IRIS)~~ means the ~~County of Orange, Health~~
18 ~~Care Agency's~~ ADMINISTRATOR's database system that collects clients' information such as
19 registration, scheduled appointments, laboratory information system, ~~billing~~ invoice and reporting
20 capabilities, compliance with regulatory requirements, electronic medical records, and other relevant
21 applications.

22 ~~Y. LCSW~~ ~~Z. Licensed Clinical Social Worker~~ means a licensed individual, pursuant to the
23 provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical
24 services to clients. The license must be current and in force, and has not been suspended or revoked.
25 Also, it is preferred that the individual has at least one (1) year of experience treating children and
26 ~~Transitional Age Youth~~ TAY.

27 ~~AAZ.~~ Licensed Marriage and Family Therapist MFT means a licensed individual, pursuant to the
28 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
29 Chapter 14 of the California Business and Professions Code, who can provide clinical services to clients.
30 The license must be current and in force, and has not been suspended or revoked. Also, it is preferred
31 that the individual has at least one (1) year of experience treating children and ~~Transitional Age~~
32 ~~Youth~~ TAY.

33 ~~AB. Licensed Mental Health Professionals mean licensed physicians, Licensed Psychologists,~~
34 ~~Licensed Clinical Social Workers, Licensed Marriage and Family Therapists, registered nurses, licensed~~
35 ~~vocational nurses, and licensed psychiatric technicians.~~

36 AA. LPCC means a licensed individual, pursuant to the provisions of Chapter 13 of the California
37 Business and Professions Code, pursuant to the provisions of Chapter 16 of the California Business and

1 Professions Code, who can provide clinical service to clients. The license must be current and in force,
 2 and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year
 3 of experience treating children and TAY.

4 AB. LPT means a licensed individual, pursuant to the provisions of Chapter 10 of the California
 5 Business and Professions Code, who can provide clinical services to clients. The license must be current
 6 and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least
 7 one (1) year of experience treating children and TAY.

8 AC. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6 of
 9 the California Business and Professions Code, who can provide clinical services to clients. The license
 10 must be current and in force, and has not been suspended or revoked. Also, it is preferred that the
 11 individual has at least one (1) year of experience treating children and ~~Transitional Age Youth~~ TAY.

12 ~~AD~~ AD. LVN means a licensed individual, pursuant to the provisions of Chapter 6.5 of the
 13 California Business and Professions Code, who can provide clinical services to clients. The license
 14 must be current and in force, and has not been suspended or revoked. Also, it is preferred that the
 15 individual has at least one (1) year of experience treating children and TAY.

16 AE. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined in
 17 the ~~Orange County Mental Health Plan (MHP)~~ COUNTY's MHP under Medical Necessity for Medi-Cal
 18 reimbursed Specialty Mental Health Services.

19 ~~AE~~ AF. Medication Services means face-to-face or telephone services provided by a licensed physician,
 20 registered nurse, or other qualified medical staff. This service includes evaluation and documentation of
 21 the clinical justification for use of the medication, dosage, side effects, compliance, and response of the
 22 client to medication.

23 ~~AF~~ AG. Mental Health Rehabilitation Specialist means an individual with a Bachelor's Degree who has
 24 four years of experience in a mental health services setting as a specialist in the fields of physical
 25 restoration, social adjustment, and/or vocational adjustment.

26 ~~AG~~ AH. Mental Health Services means an individual or a group therapy and intervention being provided
 27 to clients that is designed to reduce mental disability and restores or improves daily functioning. These
 28 Mental Health Services must be consistent with goals of learning and development, as well as
 29 independent living and enhanced self-sufficiency. In addition, these services cannot be provided as a
 30 component of adult residential services, crisis residential treatment services, crisis intervention, crisis
 31 stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not
 32 limited to: assessment, plan development, rehabilitation, and collateral. Also, Mental Health Services
 33 may be either Face-to-Face Contact, or by telephone with clients or significant support individuals, and
 34 services may be provided anywhere in the community.

35 1. Assessment means a service activity, which may include a clinical analysis of the history
 36 and current status of a client's mental, emotional, behavioral disorder, and relevant cultural issues. The
 37 Assessment also needs to include history of services being provided, diagnosis, and use of testing

1 | procedures.

2 | 2. Collateral means significant support individual(s) in a client's life and is/are used to define
3 | services provided to the client with the intent of improving or maintaining the mental health status of the
4 | client. The client may or may not be present for this service activity.

5 | 3. Co-Occurring see ~~Dual Disorders (DD)~~ Integrated Treatment Model.

6 | 4. ~~Dual Disorders (DD)~~ Integrated Treatment Model means a program that uses a stage-wise
7 | treatment model and is non-confrontational, follows behavioral principles, considers interactions
8 | between mental illness and substance abuse, and has gradual expectations of abstinence. Mental illness
9 | and substance abuse research has strongly indicated that a client with co-occurring disorder needs
10 | treatment for both problems to recover fully and focusing on one does not ensure the other will go away.
11 | Dual diagnosis services integrate assistance for each condition by helping clients recover from mental
12 | illness and substance abuse in one setting and at the same time.

13 | 5. Medication Support Services means services provided by licensed physicians, registered
14 | nurses, or other qualified medical staff, which include: prescribing, administering, dispensing and
15 | monitoring of psychiatric medications or biologicals that are necessary to alleviate symptoms of mental
16 | illness. These services also include evaluation and documentation of the clinical justification and
17 | effectiveness of medication, dosage, side effects, compliance, and response to medication. In addition,
18 | the licensed physicians, registered nurses, or other qualified medical staff must obtain informed consent
19 | from clients prior to providing medication education and plan development related to the delivery of
20 | these services and/or assessment to clients.

21 | 6. Rehabilitation Service means an activity which includes assistance to improving,
22 | maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and
23 | leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or
24 | medication education.

25 | 7. Targeted Case Management means services that assist a client to access needed medical,
26 | educational, social, prevocational, vocational, rehabilitative, or other community services. These service
27 | activities may include, but are not limited to:- communicating and coordinating services through referral;
28 | monitoring service delivery to ensure clients' access to service and the service delivery system; and
29 | tracking of clients' progress and plan development.

30 | 8. ~~Therapeutic Behavioral Services (TBS)~~ **TBS** means one-on-one behavioral interventions
31 | with a client, which is designed to reduce or eliminate targeted behaviors as identified in the client's
32 | treatment plan. -Collateral services are also provided to parent(s)/guardian(s) as part of TBS. Clients
33 | must be Medi-Cal eligible and meet TBS class membership and service need requirements.
34 | Documentation in the medical record must support Medical Necessity for these intensive services.
35 | Cases in which clients are receiving more than twenty (20) hours per week of TBS or those who are
36 | expected to receive more than four months (120 days) of TBS must be approved by
37 | ADMINISTRATOR. ADMINISTRATOR has to approve individuals that are delivering these

1 intervention services to ensure they are qualified to deliver these services.

2 9. Therapy means a therapeutic intervention that focuses primarily on symptom reduction as a
3 means to improve functional impairments. Therapy may be delivered to a client or a group of clients,
4 which may include family therapy with client being present.

5 ~~AH. Mental Health Services Act (MHSA)~~ AI. MHSA means the State of California law that
6 provides funding for expanded community mental health services. It is also known as "Proposition 63."

7 ~~AIAJ. Mental Health Worker~~ means an individual who has obtained a Bachelor's degree in a mental
8 health field or has a high school diploma along with two (2) years of experience delivering services in a
9 mental health field.

10 ~~AJAK. Mentoring Services~~ means a service that provides support to clients by building a structured and
11 trusting relationship over a prolonged period of time between a client and a mentor. The mentor is a
12 peer or older individual who provides one-to-one contact and support in the following areas to assist
13 client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills; concrete help
14 and/or other relationship-building activities to the client(s)/parent(s)/guardian(s); and linking the
15 client(s)/parent(s)/guardian(s) to other services within the COUNTY and contract operated programs.

16 1. Paid Parent Mentor means an individual, age twenty-six (26) and older, who has been
17 screened and trained to provide Mentoring Services and is reimbursed for providing such services under
18 the Mentoring Services Contract. A different designation for this position is permissible for purposes of
19 CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by
20 clear cross-referencing in all reports and communications to ADMINISTRATOR.

21 2. ~~Paid Transitional Age Youth~~ TAY Mentor means an individual, age eighteen (18) to twenty-
22 five (25), who has been screened and trained to provide Mentoring Services and is reimbursed for
23 providing such services under the Mentoring Services Contract. A different designation for this position
24 is permissible for purposes of CONTRACTOR's employment records and recruitment efforts if such
25 designation is accompanied by clear cross-referencing in all reports and communications to
26 ADMINISTRATOR.

27 3. Volunteer Mentor means an individual, age eighteen (18) and older, who has been screened
28 and trained to provide Mentoring Services and is not reimbursed for providing such services under the
29 Mentoring Services Contract. "Reimbursement" for services excludes expenses such as transportation
30 costs, as transportation costs are allowable and reimbursable costs. A different designation for this
31 position is permissible for purposes of CONTRACTOR's employment records and recruitment efforts if
32 such designation is accompanied by clear cross-referencing in all reports and communications to
33 ADMINISTRATOR.

34 ~~AK. National Provider Identifier (AL. NPI)~~ means the standard unique health identifier that was
35 adopted by the Secretary of ~~Health and Human Services~~ HHS under ~~Health Insurance Portability and~~
36 ~~Accountability Act (HIPAA)~~ of 1996 for health care providers. All HIPAA covered healthcare
37 providers, individuals, and organizations must obtain an NPI for use to identify themselves in HIPAA

1 standard transactions. The NPI is assigned for life.

2 ~~AL. Notice of Action (AM. NOA-A)~~ means a Medi-Cal requirement that informs the
3 beneficiary that she/he is not entitled to any specialty mental health service. The ~~County of~~
4 ~~Orange~~ COUNTY has expanded the requirement for an NOA-A to all beneficiaries requesting an
5 assessment for services and found not to meet the Medical Necessity criteria for specialty mental health
6 services.

7 ~~AN. NPP~~ ~~AM. Notice of Privacy Practices (NPP)~~ means a document that notifies clients of
8 uses and disclosures of PHI. The NPP may be made by, or on behalf of, the health plan or health care
9 provider as set forth in the ~~Health Insurance Portability and Accountability Act of 1996 (HIPAA).~~

10 ~~AN~~ AO. Outcomes Analyst/Data Mining Analyst means an individual who ensures that an FSP program
11 maintains a focus on program outcomes. This individual will be responsible for reviewing outcome
12 data, analyzing data, and developing strategies for gathering new data from client's perspective to
13 improve FSP's understanding of client's needs and desires towards furthering their Recovery. This
14 individual will also provide feedback to the program and work collaboratively with the employment
15 specialist, education specialist, benefits specialist, and other staff in the program to strategize and
16 improve outcomes in service delivery. In addition, this position will be responsible for attending all data
17 and outcome related meetings and ensuring that the FSP is being proactive in all data collection
18 requirements and changes at the local and state levels.

19 ~~AO~~ AP. Outreach means linking potential clients to appropriate mental health services within the
20 community. Outreach activities will include educating the community about the services offered and
21 requirements for participation in the programs. Such activities may result in the CONTRACTOR
22 developing ~~R~~ referral sources for clients from various programs being offered within the community.

23 ~~AP~~ AQ. Parent Partner means an individual who supports and assists other parent(s)/guardian(s) with
24 children or youth in the system and is hired due to his/her own personal experience and knowledge in
25 raising a child or youth with emotional/behavioral disturbance. For Wraparound Orange County, it is
26 required that this individual has exposure to COUNTY's Welfare Services, Probation, or Mental Health
27 System and can provide support to the Family Team and the parent(s)/guardian(s) in particular.

28 ~~AQ. Personal Service Coordinator (PSC)~~ AR. PSC means an individual with a Bachelor's degree
29 in human services or related field. It is preferred that the individual has at least two years of related
30 experience with mental health services, or three years' experience as a client in a similar program who
31 has graduated to self-sufficiency. A PSC leads the implementation of a service plan covering an entire
32 range of needs for the client and/or client's family to promote success, safety, and permanence in the
33 home, school, workforce, and community and lead clients to self-sufficiency.

34 ~~AR. Pharmaceutical Benefits Management (AS. PBM)~~ Company means a company
35 contracted by the ~~County~~ COUNTY that manages the medication benefits for ~~Behavioral Health Services~~
36 ~~(BHS)~~ and ~~Medical and Institutional Health Services (MIHS)~~ clients that are qualified for medication
37 benefits.

1 ~~AT.~~ ~~AS-Plan of Care (POC)~~ means a written plan, including by reference any Juvenile Court
2 order(s), developed and signed by the Family Team that includes the following elements:

- 3 1. A statement of an overall goal or vision for the client and client's family.
- 4 2. The strengths of the client and client's family.
- 5 3. The needs, as defined by specific life areas that must be met to achieve the goal(s) of the
6 client and client's family.
- 7 4. Prevention and intervention Safety Plans.
- 8 5. The type, frequency, and duration of intervention strategies.
- 9 6. Financial responsibility for the components of the POC.
- 10 7. Desired outcomes.

11 ~~AT~~AU. Pre-Licensed Psychologist means an individual who has a Ph.D. or Psy.D. in Clinical
12 Psychology and is registered with the Board of Psychology as a ~~registered Psychology intern~~ Registered
13 Psychologist or Psychological Assistant, while acquiring hours for licensing and providing services
14 under a waiver in accordance with ~~W&IC~~ WIC section 575.2. The waiver may not exceed five (5) years.

15 ~~AU~~AV. Pre-Licensed Therapist means an individual who has a Master's Degree in social work or
16 ~~marriage and family therapy (MFT)~~, PCC and is registered with the ~~Board of Behavioral Sciences (BBS)~~
17 as an associate ~~clinical social worker~~ CSW, PCC intern, or MFT intern, while acquiring hours for
18 licensing. Registration is subject to regulations adopted by BBS.

19 ~~AV~~AW. Program Director means an individual who is responsible for all aspects of administration
20 and clinical operations of the mental health program, including development and adherence to the annual
21 budget. This individual will also be responsible for the following: hiring, development and
22 performance management of professional and support staff, and ensuring mental health treatment
23 services are provided in concert with local and state rules and regulations.

24 ~~AW~~AX. Promotora de Salud Model means a model where trained individuals, Promotores, work
25 towards improving the health of the communities by linking neighbors to health care and social services
26 as well as educating peers about mental illness, disease and injury prevention.

27 ~~AX~~AY. Promotores means individuals who are members of the community that function as natural
28 helpers to address some of the communities' unmet mental health, health and human service needs.
29 They are individuals who represent the ethnic, socio-economic and educational traits of the population
30 being served. Promotores are respected and recognized by peers and have the pulse of the community's
31 needs.

32 ~~AY. Protected Health Information (PHI)~~ AZ. PHI means individually identifiable health
33 information usually transmitted through electronic media. PHI can be maintained in any medium as
34 defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other
35 medium. It is created or received by a covered entity and is related to the past, present, or future
36 physical or mental health or condition of an individual, provision of health care to an individual, or the
37 past, present, or future payment for health care provided to an individual.

1 ~~AZ~~

2 BA. Psychiatrist means an individual who meets the minimum professional and licensure
3 requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section 623, and, preferably, has
4 at least one (1) year of experience treating children and ~~Transitional Age Youth~~ TAY.

5 BB. Psychology Student or Psychology Intern means an individual who is in school pursuing a Ph.D.
6 or Psy.D. in Clinical Psychology, and may or may not meet the criteria for a DHCS Waiver in order to
7 provide services in accordance with DHCS Information Letter No. 10-03. The waiver may not exceed
8 (5) years.

9 BC. QIC ~~BA. Quality Improvement Committee (QIC)~~ means a committee that meets quarterly to
10 review one percent (1%) of all “high-risk” Medi-Cal clients in order to monitor and evaluate the quality
11 and appropriateness of services provided. At a minimum, the committee is comprised of one (1)
12 COUNTY ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the
13 clinical care of the cases.

14 BBBD. RCL Group Home means a group home reviewed by the State Department of Social Services,
15 Foster Care Rates Bureau, that meets the requirements for a ~~Rate Classification Level~~
16 ~~(RCL)~~ RCL of 1 to 14, to provide eligible minors room and board and supervision.

17 BCBE. Referral means effectively linking clients to other services within the community and
18 documenting follow-up provided within five (5) business days to assure that clients have made contact
19 with the referred service(s).

20 ~~BD~~ BF. Registered Nurse means a licensed individual, pursuant to the provisions of Chapter 6 of the
21 California Business and Professions Code, who can provide clinical services to clients. The license
22 must be current and in force, and has not been suspended or revoked. Also, it is preferred that the
23 individual has at least one (1) year of experience treating children and TAY.

24 BG. Student Intern means student(s) currently enrolled in an accredited graduate or undergraduate
25 program and is/are accumulating supervised work experience hours as part of field work, internship, or
26 practicum requirements. Acceptable programs include all programs that assist students in meeting the
27 educational requirements to be a Licensed ~~Marriage and Family Therapist~~ MFT, a LCSW, a Licensed
28 Clinical ~~Social Worker, or~~ Psychologist, a Licensed ~~Clinical Psychologist~~ PCC, or to obtain a Bachelor’s
29 degree. Individuals with graduate degrees and have two (2) years of full-time experience in a mental
30 health setting, either post-degree or as part of the program leading to the graduate degree, are not
31 considered as students.

32 BEBH. Supervisory Review means ongoing clinical case reviews in accordance with procedures
33 developed by ~~the County of Orange~~ COUNTY to determine the appropriateness of the diagnosis and
34 treatment plan for clients, as well as to monitor compliance to the minimum ~~Children and Youth~~
35 ~~Services (CYS)~~ ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted
36 by the program/clinic director or designee.

37

1 ~~BF~~. Token means the security device which allows an end-user to access the ~~County of Orange,~~
2 ~~Health Care Agency's (HCA)~~ ADMINISTRATOR's computer based ~~Integrated Records Information~~
3 ~~System (IRIS).~~

4 ~~BGBJ~~. UMDAP means ~~Universal Method of Determining Ability to Pay, as~~ the method used for
5 ~~determining the annual client liability for mental health services received from the COUNTY mental~~
6 ~~health systems and is~~ set by the State of California.

7 ~~BH~~//

8 ~~BK~~. Wellness Coordinator means an individual who specializes in assisting clients with access to a
9 myriad of health care needs, nutrition resources, and other community supports. This individual will be
10 responsible for documenting the services required, as well as communicating the needs of clients to the
11 Family Team.

12 ~~BIBL~~. Wraparound Orange County (WOC) means the wraparound program administered by ~~County of~~
13 ~~Orange Social Services Agency~~ the COUNTY's SSA and is available to children and ~~Transitional Age~~
14 ~~Youth~~ TAY who are returning from or being considered for placement in group homes.

15 ~~BJBM~~. Youth Partner/Specialist means an individual who has a high school diploma, preferably a
16 bachelor's degree in human services or a related field, and has a background working with children and
17 ~~Transitional Age Youth~~ TAY. This individual is to provide consistent, reinforcing support to clients by
18 allowing opportunities for clients to learn and practice social behavior, problem solving skills, and
19 coping skills. In the spirit of MHSA, these positions can be filled by adequate numbers of bilingual,
20 bicultural staff in order to meet the referral needs of the program and the threshold language
21 requirements for ~~Orange County~~ COUNTY. It is also recommended by COUNTY that former mental
22 health clients and/or their family members be given priority for these positions due to their unique
23 insight into the experiences of clients.

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II. BUDGET

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

	BUDGET		
	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS			
Indirect Costs	\$«ADMIN_IC»	«ADMIN_IC»	\$«TOT_ADMIN_IC»
SUBTOTAL	\$«ADMIN_IC»	«ADMIN_IC»	\$«TOT_ADMIN_IC»
ADMINISTRATIVE COSTS	«ADMIN_SUB»		
PROGRAM COSTS			
Salaries	\$«PGM_SAL»	«PGM_SAL»	\$«TOT_PGM_SAL»
Benefits	«PGM_BEN»	«PGM_BEN»	«TOT_PGM_BEN»
Services and Supplies	«PGM_SS»	«PGM_SS»	«TOT_PGM_SS»
Subcontractors	«PGM_SUBC»	«PGM_SUBC»	«TOT_PGM_SUBC»
SUBTOTAL PROGRAM COSTS	\$«PGM_SUB»	«PGM_SUB»	«TOT_PGM_SUB»
TOTAL GROSS COSTS	\$«TG_COSTS»	«TG_COSTS»	\$«TG_COSTS_PGM»
REVENUES			
Federal Medi-Cal	\$«FED_MC»	«FED_MC»	\$«TOT_FED_MC»
EPSDT Medi-Cal Match	«EPSDT»	«EPSDT»	«TOT_EPSDT»
	«STATE_EPSDT»		
MHPA	«MHPA»	«MHPA»	«TOT_MHPA»
—Mental Health Services Act			
TOTAL REVENUE	\$«TOT_REV»	«TOT_REV»	\$«GTOT_REV»
TOTAL <u>BUDGET</u>	«MAX_OB»	«MAX_OB»	«TOT_MAX_OB»
MAXIMUM OBLIGATION	\$«TTL_MO»		

1 B. CONTRACTOR agrees that the amount of the ~~Early and Periodic Screening, Diagnosis, and~~
 2 ~~Treatment (EPSDT)~~ match is dependent upon, and shall at no time be greater than, the amount of
 3 Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

4 C. The total cost of services provided for in this Agreement are based upon projected revenue
 5 generation and shall be reimbursed by Federal Medi-Cal, EPSDT, and MHSA COUNTY revenues.
 6 CONTRACTOR agrees that if actual Federal Medi-Cal and EPSDT reimbursement, based upon the
 7 completed ~~State Department of Mental Health~~ DHCS Cost Report for each Fiscal Year ~~2011-12~~ is less
 8 than budgeted, the Maximum Obligation ~~of this Agreement, the Maximum Obligation may~~ shall
 9 be adjusted down by the amount of under generated Federal Medi-Cal and/or EPSDT revenue.

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

18 E. BUDGET/STAFFING MODIFICATIONS — CONTRACTOR shall make written application to
 19 ADMINISTRATOR, in advance, to shift funds between programs, or between budgeted line items
 20 within a program, for the purpose of meeting specific program needs or for providing continuity of care
 21 to its members, by utilizing a Budget/Staffing Modification Request form provided by
 22 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification
 23 Request to ADMINISTRATOR for consideration, in advance, which shall include a justification
 24 narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining
 25 impact of the shift as may be applicable to the current contract period and/or future contract periods.
 26 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from
 27 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain
 28 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
 29 may result in disallowance of those costs.

30 F. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
 31 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
 32 of service for which payment is claimed. Any apportionment of or distribution of costs, including
 33 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
 34 be made in accordance with ~~generally accepted principles of accounting~~, GAAP and Medicare
 35 regulations. The client eligibility determination and fee charged to and collected from clients, together
 36 with a record of all billings invoices rendered and revenues received from any source, on behalf of clients
 37 treated pursuant to this Agreement, must be reflected in CONTRACTOR's financial records.

1 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
2 ~~subparagraph II. above~~ the Budget Paragraph of this Exhibit A to the Agreement.

4 III. ~~PAYMENTS~~ **PAYMENTS**

5 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
6 \$«MO_ARREARS» per month. ~~for Period One and Period Two.~~ All payments are interim payments
7 only, and subject to ~~Final Settlement~~ final settlement in accordance with the Cost Report ~~p~~ Paragraph of
8 the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the
9 services, which may include Indirect Administrative Costs, as identified in ~~P~~ Subparagraph II.A. of this
10 Exhibit A; provided, however, the total of such payments does not exceed ~~COUNTY's Total~~ the
11 Aggregate Maximum Obligation for each Period as stated in the Referenced Contract Provisions of the
12 Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to
13 ~~county~~ COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay
14 supplemental ~~billings~~ invoices for any month for which the provisional amount specified above has not
15 been fully paid.

16 1. In support of the monthly ~~billing~~ invoice, CONTRACTOR shall submit an Expenditure and
17 Revenue Report as specified in the Reports ~~p~~ Paragraph of this Exhibit A to the Agreement.
18 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
19 CONTRACTOR as specified in ~~subparagraphs~~ Subparagraphs III.A.2. and III.A.3. below.

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

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

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

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

4 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
5 with any provision of this Agreement.

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

9 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
10 ~~Subparagraph III. above~~ the Payment Paragraph of this Exhibit A to the Agreement.

11 //

12 **IV. ~~SERVICES~~ SERVICES**

13 A. FACILITIES

14 1. CONTRACTOR shall maintain the capability to provide outpatient services to children and
15 transitional age youth with co-occurring mental health and substance abuse disorders in conjunction with
16 the following residential facility(ies), which meets the minimum requirements for Medi-Cal eligibility,
17 or any other location approved by ADMINISTRATOR.

18
19 «FAC_NAME» «FAC_NAME» «FAC_NAME»
20 «FACILITY_ADDR» «FACILITY_ADDR» «FACILITY_ADDR»
21 «FAC_CITY_STATE_ZIP» «FAC_CITY_STATE_ZIP» «FAC_CITY_STATE_ZIP»
22

23 2. CONTRACTOR shall also make an effort to provide services in community-based facilities
24 such as school sites when appropriate for more effective provision of services to the client.

25 3. CONTRACTOR shall maintain regularly scheduled service hours, ~~seven (7)~~ five days a
26 week throughout the year, and maintain the capability to provide services during after-school hours on
27 weekdays, until 8:00 p.m., and on weekends, if necessary, in order to accommodate clients ~~and their~~
28 ~~families~~ unable to participate during ~~the regular~~ working business hours.

29 a. CONTRACTOR's administrative staff holiday schedule shall be consistent with ~~the~~
30 ~~County~~ COUNTY's holiday schedule, unless otherwise approved in advance and in writing by
31 ADMINISTRATOR.

32 b. CONTRACTOR shall provide twenty-four (24) ~~hour~~ hour crisis intervention services and
33 provide a plan for twenty-four (24)-hour psychiatric emergency services to minors which includes
34 informing clients and their families whom to contact for emergency services when the
35 CONTRACTOR's facility is closed.

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

1 ~~B.~~ B. MENTAL HEALTH OUTPATIENT SERVICES

2 ~~1. CONTRACTOR shall provide Outpatient Services to children and transitional~~
 3 ~~age youth with co-occurring mental health and substance abuse disorders. The program is designed for~~
 4 ~~Medi-Cal eligible clients who are currently enrolled in a residential program to address co-occurring~~
 5 ~~Seriously Mentally Ill/Seriously Emotionally Disturbed (SMI/SED) and substance abuse issues, who are~~
 6 ~~at risk of out of home placement into a substance abuse residential facility, or who are alumni of the~~
 7 ~~residential program while they are transitioned to a community based provider of co-occurring services~~
 8 ~~who will provide long term support. Clients will be referred by the County or the Juvenile Court. The~~
 9 ~~target group consists of transitional age youth (ages 16–21 years) who are SMI and abuse substances, as~~
 10 ~~well as children (ages 6–17 years) who are SED and have significant problems with substance use.~~
 11 ~~These SMI youth and SED children frequently come to the attention of the Juvenile Court and may~~
 12 ~~benefit from therapeutic intervention while in their residential placements to address the array of issues~~
 13 ~~that they are facing in making the transition to adulthood.~~

14 ~~2. CONTRACTOR shall serve Medi-Cal eligible clients referred by COUNTY or Juvenile~~
 15 ~~Court and regardless of client's area of residence.~~

16 ~~3. CONTRACTOR shall provide outpatient mental health services primarily to COUNTY~~
 17 ~~Medi-Cal eligible clients up to the age of twenty-one (21) years old.~~

18 ~~2. CONTRACTOR shall conduct outreach to develop and maintain CONTRACTOR's own~~
 19 ~~referral sources to ensure sufficient caseloads to meet contractual obligations.~~

20 ~~3. CONTRACTOR shall provide the following treatment medically necessary services which to~~
 21 ~~Medi-Cal eligible, special population clients that may include, but are not be limited to: preschool~~
 22 ~~children, wards and dependents of the courts, dually diagnosed children, group home and foster children,~~
 23 ~~and TAY. Services shall be provided at a level and frequency and duration that is consistent with each~~
 24 ~~client's level of dysfunction and treatment goals, and consistent with individualized, solution-focused,~~
 25 ~~evidenced-based practices. The population to whom services are to be provided shall include, but may~~
 26 ~~not be limited to:~~

27 ~~a. Providing referral Children who are acutely or chronically and triage, intake evaluation,~~
 28 ~~assessment, diagnosis, individual seriously mentally ill, and group therapy, medication, crisis for whom~~
 29 ~~hospitalization or other out-of-home placement is imminent without immediate intervention.~~

30 ~~b. Children who are severely emotionally ill but not in an emergency situation who, without~~
 31 ~~appropriate treatment, will deteriorate and later require more intensive and costly treatment, and possibly~~
 32 ~~face removal from their homes.~~

33 ~~c. planning, discharge planning, collateral, linkage, case management, therapeutic~~
 34 ~~behavioral services Families whose children can be diverted from the regular mental health care system~~
 35 ~~through parent education and consultation services.~~

36 ~~d. Children at risk for psychiatric hospitalization.~~

1 e. Children who are having difficulty in school, or are at risk of being placed in special
2 education.

3 f. ~~Case management services shall include~~ Children who are in special education.

4 g. Minors of all ~~forms of assessment, placement preparation, and short-term~~ ages who are in
5 group home placement ~~follow-up~~ and who meet the COUNTY's admission criteria under the Medi-Cal
6 Outpatient Consolidation Plan.

7 h. Foster children of all ages and underserved clients whose mental health problems are
8 causing them impaired functioning in different life domains.

9 i. Similar children who may be referred by a CalOPTIMA primary care provider.

10 4. In the situation where a Medi-Cal client no longer meets Medi-Cal eligibility as verified by
11 the State Medi-Cal website, CONTRACTOR, upon reasonable discovery of this situation, shall
12 discharge the client from IRIS and refer the client to appropriate services in the community. If
13 necessary, CONTRACTOR can request, in writing, approval from ADMINISTRATOR to continue to
14 provide services for a specified amount of time/sessions as determined appropriate by
15 ADMINSTRATOR while linking the client to other appropriate services.

16 ~~b.~~ 5. CONTRACTOR shall offer clinical intervention within five (5) business
17 days of client's referral for services. A sufficient amount of treatment services shall be provided during
18 evening hours in order to accommodate clients and their parents not able to participate during regular
19 day-time hours. Treatment services shall include, but may not be limited to:

20 a. Performing clinical and ~~psychodiagnostic~~ psycho-diagnostic assessment using DSM-IV
21 ~~five axes~~ Five Axis diagnosis, to include clinical consideration of each fundamental need: physical,
22 psychological, maturational, developmental, familial, educational, social, environmental and
23 recreational. ~~Additional examinations, tests and evaluations may be conducted as clinically indicated.~~
24 Findings of the examinations and evaluations shall be documented in the client record and signed by
25 CONTRACTOR's appropriate and responsible staff.

26 b. Obtaining valid consents from parents or courts for treatment.

27 ~~c.~~ c. Developing a written treatment plan for each client ~~and that~~ shall be based on the
28 assessment and diagnosis of that client. The treatment plan shall delineate and justify all specific
29 treatment modes and therapeutic modalities to be used, and shall be developed in accordance with HCA
30 CYS ADMINISTRATOR standards, and utilize a full range of appropriate psychiatric and psychological
31 treatment modes and modalities. All treatment/service plans, Coordination plans, and assessment
32 documents shall be developed within sixty (60) calendar days from the first planned face-to-face contact
33 with an individual client and/or significant support person(s) ~~for outpatient clients.~~ Such plans shall
34 identify specific treatment modes, milestones for the individual client, obstacles/symptoms, and efforts
35 of significant support person(s) and program staff on behalf of the client. All treatment/service plans
36 shall include observable and measurable client milestones.

~~d.~~ d. Use of individual therapy, brief intensive services, and short and long-term group therapy modalities including psycho-educational, cognitive behavioral and child management therapy techniques. CONTRACTOR shall develop and implement group therapy modalities for conditions that, according to established research, would particularly show improvement when treated in this manner.

e. Collateral services, including individual therapy to a client's adult caregivers to help them in their parenting role. Services shall be provided to adult caregivers when it is determined that it is in the best interest in treating the minor client, and CONTRACTOR shall promote active participation of client's family. CONTRACTOR shall refer the adult caregiver(s) to an appropriate adult mental health provider for medication and/or mental health services to address the adult caregiver's DSM-IV-TR mental disorder.

~~e. Providing advocacy services on behalf of the clients including supporting the client with interactions with Social Services, Probation and health department, justice system, etc., and attending mediation, due process or other hearings for clients receiving services under California Government Code Section 7570 after consultation with the COUNTY.~~

f. Providing other mental health services which may include, but not be limited to, family therapy, crisis intervention, treatment planning, discharge planning, case management, linkage, and consultation.

~~f. Providing a sufficient amount of treatment services during evening hours and weekends in order to accommodate clients and their parents not able to participate during regular day-time hours.~~

g. Medication support services, including a system of medication quality review, which shall be provided by well-trained, experienced psychiatrists knowledgeable in the use of medication to improve the functioning and enhance the self-esteem of children. Medication used solely for psychiatric purposes, and no other purposes, shall be prescribed for all clients for whom it is clinically indicated. CONTRACTOR shall ~~have an established plan for maximizing use of physician time.~~ ensure that the following are adhered to:

1) Established plan for maximizing use of physician time.

2) CONTRACTOR shall use COUNTY's formulary and prescribing practices.

~~2~~ 3) Prescriptions may be filled at any pharmacy with which the COUNTY's Pharmacy Benefits Manager has a contract; provided that CONTRACTOR shall be responsible for noting the Medi-Cal number on prescriptions for Medi-Cal clients.

4) CONTRACTOR shall provide COUNTY, in writing, with the name, license number, and Drug Enforcement Agency number of any physician who will be prescribing medications, prior to the physician's start date. Failure to so notify COUNTY may result in CONTRACTOR being liable for the cost of the medication.

1 ~~3) CONTRACTOR's medical staff~~ 5) CONTRACTOR shall order such laboratory
 2 tests as are necessary and appropriate to monitor psychotropic medications and shall be responsible for
 3 the cost of such tests.

4 h. In coordination and integration with COUNTY's ADAS, providing or causing to be
 5 provided, all necessary substance abuse treatment services for clients who are dually diagnosed with a
 6 concurrent substance abuse problem in addition to their mental illness, when appropriate.

7 i. Providing advocacy services on behalf of the clients including intervening for the clients
 8 with social services, probation and health departments, justice system, etc., as well as attending
 9 Individual Education Program meetings when requested by COUNTY.

10 j. Providing additional services, through a wide range of service options, which may
 11 include, but not be limited to, ~~in-home support services, delivery of psychotherapy at home,~~ in-
 12 classroom consultation, and visits to other facilities, including, but not limited to, Juvenile Hall, schools,
 13 Orangewood Children's Home, schools, and CYS Children and Family Center, contractor clinics, and
 14 COUNTY operated clinics to provide treatment, assessment, and consultation ~~to clients receiving~~
 15 ~~services.~~

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

19 ~~7~~ 6. CONTRACTOR shall identify clients who may be eligible to receive TBS. If
 20 CONTRACTOR is certified to provide TBS, CONTRACTOR shall notify COUNTY of the starting and
 21 ending of each TBS case and CONTRACTOR is responsible for ensuring each and every TBS case meets
 22 medical necessity and TBS eligibility requirements. The DHCS Annual Compliance Review protocol
 23 section titled "Therapeutic Behavioral Services" (Section L), should be used to ensure appropriate
 24 provision of TBS. If CONTRACTOR is not certified to provide TBS, CONTRACTOR shall refer said
 25 clients to COUNTY for referral to a TBS contractor agency. TBS services shall only be provided through
 26 agencies certified to provide TBS.

27 7. CONTRACTOR shall accept referrals from and make referrals to the various MHSA
 28 programs, as appropriate. CONTRACTOR shall coordinate referrals with other existing mental health
 29 services and wraparound services, to ensure that clients and their families are given access to the most
 30 appropriate level and type of service. Other services may include Wraparound Orange County; MHSA
 31 FSP programs for children, TAY, or adults; and other COUNTY mental health services.

32 8. CONTRACTOR shall participate in any clinical case review and implement any
 33 recommendations made by COUNTY to improve client care.

34 9. CONTRACTOR shall conduct Supervisory Review at sixty (60) calendar day and six (6)
 35 month intervals ~~and at discharge,~~ in accordance with procedures developed by COUNTY.
 36 ADMINISTRATOR. CONTRACTOR shall conduct thirty (30)-day review of open cases, or previously
 37 opened with another provider. CONTRACTOR shall ensure that all chart documentation complies with

1 all ~~Federal, State~~ federal, state, and local guidelines and standards.

2 ~~8. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All~~
3 ~~statistical data used to monitor CONTRACTOR will be compiled using only COUNTY IRIS reports, if~~
4 ~~available, and if applicable.~~

5 ~~C. CONTRACTOR REFERRAL RESPONSIBILITIES TO THE PROBATION DEPARTMENT~~

6 ~~1. In connection with the Probation Department's supervision responsibilities for Probation~~
7 ~~clients, all external resources that are proposed to be utilized for Probation client referrals must be~~
8 ~~reviewed and approved by the Probation Department. Such review and approval process will be~~
9 ~~performed in accordance with the Probation Department's policies, procedures, guidelines and~~
10 ~~expectations for community resources that are similarly made available for referrals to, and voluntary~~
11 ~~selection by, other probationers. That process includes, among others:~~

12 ~~a. An assessment of the extent and quality of services to be provided by the proposed~~
13 ~~CONTRACTOR's resource;~~

14 ~~b. A determination of adequacy of the insurance coverages carried by the proposed~~
15 ~~program resource, such as workers' compensation and liability insurance for employees of the~~
16 ~~organization, and liability insurance for personal injury and property damage to third parties, for the~~
17 ~~protection of the County of Orange;~~

18 ~~C. e. Verification of licensing, academic and work experiences of the proposed program~~
19 ~~resource staffing;~~

20 ~~d. Compliance with federal, state and local laws, rules, guidelines, and regulations; and~~

21 ~~e. Confirmation that none of the proposed program resource staffing is currently on~~
22 ~~probation or parole, or has any criminal charges pending.~~

23 ~~2. Those proposed program resources that are approved to provide services will subsequently~~
24 ~~be monitored for continued compliance with the Probation Department's standards for community~~
25 ~~resources, as described herein.~~

26 ~~3. CONTRACTOR shall provide the referring Deputy Probation Officer with an initial~~
27 ~~treatment plan and monthly progress reports. In addition, CONTRACTOR shall notify the referring~~
28 ~~Deputy Probation Officer of Probation clients who miss scheduled appointments, or known to be in~~
29 ~~violation of an existing court order, within forty eight (48) hours of such events.~~

30 ~~D. PERFORMANCE OUTCOMES~~ The anticipated outcome of these programs will be to enable
31 ~~these clients to adaptively function at a higher and more appropriate level, as evidenced by clients~~
32 ~~successfully exiting the program through meeting treatment goals and the number of clients linked to~~
33 ~~community services post discharge. Performance outcomes for these programs will be measured by the~~
34 ~~ongoing evaluation and monitoring of contract providers' program adherence to quality indicators of~~
35 ~~client access and by annual Behavioral Health Consumer Program Surveys.~~

36 ~~E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing,~~ to modify
37 ~~subparagraph IV. above~~ the Services Paragraph of this Exhibit A to the Agreement.

V. ~~STAFFING~~ **STAFFING**

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in ~~Full-Time Equivalents (FTEs)~~ continuously throughout the term of this Agreement. One (1) FTE ~~will~~ shall be equal to an average of forty (40) hours of work per week; to provide mental health outpatient services for children and youth:

PROGRAM	FTEs
<u>PROGRAM</u>	
— Mental Health Services Director	«MH_SVC_DIR»
Program	«PGM_DIR»
<u>Mental Health Services Director</u>	«MH_SVC_DIR»
— Assessment Counselor	«ASMNT_CNLSR»
<u>Program Director</u>	«PGM_DIR»
Pre-Licensed	
<u>Family Therapist</u>	«THERAPIST»
— Primary Counselor	«CNLSOR»
Program Coordinator	«PGM_COORD»
Quality Assurance Billing Specialist	«QABS»
Administrative Assistant	«ADM_ASST»
TOTAL <u>PROGRAM FTEs</u>	«TTL_FTE»

~~—~~ **1** B. CONTRACTOR shall have as Head of Service a licensed mental health professional, in conformance to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW, LPCC, Licensed MFT, RN, LVN, or LPT.

C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when 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 employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

~~—~~ **2** D. CONTRACTOR shall maintain personnel files for each staff person, including the Executive Director and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, applicable licenses, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

1 ~~3~~E. CONTRACTOR shall notify ADMINISTRATOR, in writing, ~~within~~ no later than
 2 seventy-two (72) hours; of any staffing vacancies or filling of vacant positions that occur during the term
 3 of ~~this~~ Agreement. CONTRACTOR's notification shall include at a minimum the following
 4 information: employee name(s), position title(s), date(s) of resignation, date(s) of hire, and a description
 5 of recruitment activity.

6 ~~4~~F. CONTRACTOR shall notify ADMINISTRATOR, in writing, ~~at least~~ no later than seven (7)
 7 business days, in advance, of any ~~new~~ proposed staffing changes, including but not limited to
 8 promotions, temporary FTE changes, and ~~internal or external~~ temporary staffing assignment
 9 requests that occur during the term of this Agreement.

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

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

23 ~~D. CONTRACTOR shall maintain a current signature list including each supervisor and provider~~
 24 ~~of direct services who signs chart documentation. The list shall include the printed/type staff name and~~
 25 ~~title, followed by the legal signature with title as it appears on all chart documents. For licensed or~~
 26 ~~registered clinical staff, the name must match the name on the license or registration~~

27 ~~E~~ G. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery,
 28 and/or family members of persons in recovery. These individuals shall not be currently receiving
 29 services directly from CONTRACTOR. Documentation may include, but not be limited to, the
 30 following: records attesting to efforts made in recruitment and hiring practices and identification of
 31 measures taken to enhance accessibility for potential staff in these categories.

32 H. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis
 33 intervention or indications of suicidal risk (depending on scope of practice), developing safety plans,
 34 maintaining healthy boundaries, reporting child abuse, dealing with difficult clients, meeting facilitation
 35 and medication, confidentiality, identification of strengths, promoting life skills, and such other topics
 36 identified by the COUNTY. Formal training sessions may also be used to cover these topics but cannot
 37 substitute for weekly supervision hours.

1 I. CONTRACTOR shall maintain a current signature list including each supervisor and provider
 2 of direct services who signs chart documentation. The list shall include the printed/type staff name and
 3 title, followed by the legal signature with title as it appears on all chart documents. For licensed or
 4 registered clinical staff, the name must match the name on the license or registration ~~F.~~

5 ~~CONTRACTOR shall have a licensed mental health professional as Head of Service, in~~
 6 ~~conformance with one of the following staff categories: Psychiatrist, Psychologist, Social Worker,~~
 7 ~~Marriage and Family Therapist, Registered Nurse, Licensed Vocational Nurse, Psychiatric Technician.~~

8 ~~G. WORKLOAD STANDARDS~~

9 J. WORKLOAD STANDARDS – CONTRACTOR understands and agrees that at any given time
 10 the standards referenced below are minimum standards, and shall make every effort to exceed these
 11 minimums.

12 1. One (1) ~~Direct Service Hour (DSH)~~ shall be equal to sixty (60) minutes of direct client
 13 service.

14 2. ~~The~~ CONTRACTOR shall provide, ~~at a minimum, an average~~ of «HOURS_A»
 15 («HOURS_B») billable hours of service.

16 3. CONTRACTOR shall provide a minimum of one hundred (100) DSH billable DSHs per
 17 month per FTE; or ~~agreed upon productivity levels which shall include~~ one thousand two hundred
 18 (1,200) billable DSHs per year per contracted FTE clinician, of mental health, case management, crisis
 19 intervention, and other support services and, unless otherwise approved by ADMINISTRATOR,
 20 CONTRACTOR is inclusive of both billable and non-billable to provide services to a minimum of
 21 twelve (12) cases per case carrying FTE, unless otherwise approved by ADMINISTRATOR. For the
 22 Group Home/Foster Care Programs, CONTRACTOR shall maintain an appropriate caseload that will
 23 facilitate the provision of the minimum direct service hours identified above.

24 ~~3.~~ 4. CONTRACTOR shall, ~~during the term~~ not refuse client referrals if any of
 25 CONTRACTOR's staff are below workload standards, as defined in Subparagraph V.J. of this Exhibit A
 26 to the Agreement, ~~provide a minimum of «MO_DSH» DSH for client related services~~ unless otherwise
 27 approved by ADMINISTRATOR.

28 ~~H.~~ H.K. STUDENT INTERNS

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

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

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

35 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each
 36 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of
 37 treatment for student interns providing substance abuse services. CONTRACTOR shall provide

1 supervision to volunteers as specified in the respective job descriptions or work contracts.

2 ~~4. Student intern services shall not comprise more than twenty percent (20%) of total services~~
3 ~~provided.~~

4 ~~IL.~~ CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
5 ~~subparagraph V. above~~ the Staffing Paragraph of this Exhibit A to the Agreement.

7 VI. ~~REPORTS~~ REPORTS

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

11 B. FISCAL

12 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
13 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
14 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described
15 in the Services ~~p~~Paragraph of this Exhibit A to this Agreement. Such reports will also include actual
16 productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no
17 later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must
18 request in writing any extensions to the due date of the monthly required reports. If an extension is
19 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

27 C. STAFFING ~~-~~ CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
28 These reports ~~will~~shall be on a form acceptable to, or provided by, ADMINISTRATOR and ~~will~~shall, at
29 a minimum, report the actual FTEs of the positions stipulated in the Staffing ~~subp~~Paragraph of this
30 Exhibit A to the Agreement, staff hours worked by position, DSH provided by position, case load by
31 position, and ~~will~~shall include the employees' names, licensure status, bilingual and bicultural
32 capabilities, budgeted monthly salary, actual salary, and hire and/or termination date, and any other
33 pertinent information as may be required by ADMINISTRATOR. The reports will be received by
34 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being
35 reported.

1 D. PROGRAMMATIC

2 ~~– Throughout the term of the Agreement, 1. CONTRACTOR shall submit monthly~~
 3 programmatic reports to ~~ADMINISTRATOR, on a form acceptable to or provided by~~
 4 ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar
 5 days following the end of the month/~~quarter~~ being reported ~~unless otherwise specified.~~ Programmatic
 6 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of
 7 CONTRACTOR's progress in implementing the provisions of this Agreement, ~~report of placement and~~
 8 ~~movement of clients along the continuum of services using guidelines for monthly report of the~~ number
 9 of ~~participants, voluntary and involuntary hospitalizations, special incidences, vocational programs,~~
 10 ~~educational programs, direct service hours by staff, chart compliance~~ active cases, number of ~~contacts per~~
 11 ~~member, number of referrals and clients~~ client's admitted/discharged from the program, in addition to,
 12 details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status
 13 of licenses and/or certifications, changes in population served and reasons for any such changes.
 14 CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly
 15 scheduled meetings with ADMINISTRATOR and shall state whether it is or is not it is progressing
 16 satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what steps are being
 17 taken to achieve satisfactory progress.

18 E. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make
 19 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as
 20 they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information
 21 requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

22 F. CONTRACTOR ~~shall advise ADMINISTRATOR of any special incidents, conditions, or issues~~
 23 ~~that adversely affect the quality or accessibility of client related services provided by, or under contract~~
 24 ~~with, the COUNTY as identified in the Health Care Agency's policy and procedures.~~

25 ~~G. CONTRACTOR~~ and ADMINISTRATOR may mutually agree, in writing, to modify
 26 ~~subparagraph VI. above~~ the Reports Paragraph of this Exhibit A to the Agreement.

27
 28 **VII. RESPONSIBILITIES**

29 ~~CONTRACTOR and ADMINISTRATOR RESPONSIBILITIES~~

30 A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
 31 ~~Policies and Procedures (P&P)s.~~ CONTRACTOR shall provide signature confirmation of ~~the~~ its P&P
 32 training for each staff member and placed in their personnel files.

33 B. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the ~~County's~~
 34 ~~New Provider~~ COUNTY's Annual Provider Training, and staff responsible to input into IRIS complete
 35 the IRIS New User Training.

36 C. CONTRACTOR shall ensure that all staff complete the ~~County's~~ COUNTY's Annual Provider
 37 Training and Annual Compliance Training.

~~D. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with Health Care Agency (HCA) Standards of Care practices, policies and procedures, documentation standards and any state regulatory requirements.~~

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

~~F~~ E. CONTRACTOR shall agree to adopt and comply with the documentation standards as per the current ~~HCA-CYS~~ COUNTY's Annual Provider Training, ~~DMHCS~~ State Contract, Title IX, the State EPSDT Documentation Manual, the State EPSDT TBS Documentation Manual, and the EPSDT TBS Coordination of Care Best Practices Manual as provided by ADMINISTRATOR which describe, but are not limited to, the requirements for Medi-Cal and ~~CYS~~ ADMINISTRATOR charting standards.

~~G~~ F. CONTRACTOR shall regularly review their ~~C~~ charting, IRIS data input, and ~~billing~~ invoicing systems to ensure compliance with COUNTY and ~~state policies and procedures~~ State P&Ps and establish mechanisms to prevent inaccurate claim submissions.

~~H~~ G. CONTRACTOR shall maintain on file at the facility minutes and records of all quality improvement meetings and processes. Such records and minutes shall also be subject to regular review by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and ~~HCA-CYS policies and procedures~~ ADMINISTRATOR's P&Ps.

H. CONTRACTOR shall attend:

1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical care.
2. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to compliance with P&Ps, statistics and clinical services.
3. Clinical staff training for individuals by COUNTY representatives. Such training shall be conducted by CONTRACTOR and/or ADMINISTRATOR.
4. Quarterly QIC meetings.

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

J. PERFORMANCE OUTCOMES

1. CONTRACTOR shall ~~participate in any clinical case review~~ complete Performance Outcome Measures as required by State and ~~implement any recommendations made by~~ /or COUNTY.

2. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's services on the well-being of COUNTY residents being served under the terms of the Agreement. The expected outcomes for the Monitoring plan are to ~~improve~~ enable clients to adaptively function at a higher and more appropriate level and to provide a quantifiable and repeatable measure to assess overall program effectiveness.

1 3. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for
 2 future evaluation and report performance in terms of client ~~care~~ satisfaction, length of stay, and duration
 3 of services.

4 K. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens
 5 for appropriate individual staff to access ~~the HCA~~ IRIS at no cost to the CONTRACTOR.

6 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with
 7 a unique password. Tokens and passwords will not be shared with anyone.

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

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

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

- 14 a. Token of each staff member who no longer supports this Agreement;
- 15 b. Token of each staff member who no longer requires access to ~~the HCA~~ IRIS;
- 16 c. Token of each staff member who leaves employment of CONTRACTOR; or
- 17 d. Token is malfunctioning;
- 18 e. Termination of Agreement.

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

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

23 L. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
 24 statistical data used to monitor CONTRACTOR shall be compiled using only ~~COUNTY~~ IRIS reports, if
 25 available, and if applicable.

26 M. CONTRACTOR shall obtain a ~~National Provider Identifier (NPI).~~

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

29 2. CONTRACTOR, including each employee that provides services under this Agreement,
 30 will obtain a NPI upon commencement of this Agreement or prior to providing services under this
 31 Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
 32 ADMINISTRATOR, all NPI as soon as they are available.

33 N. CONTRACTOR shall provide the ~~Notices of Privacy Practices (NPP)~~ for the ~~County of~~
 34 ~~Orange~~ COUNTY, as the ~~Mental Health Plan~~ MHP, at the time of the first service provided under this
 35 Agreement to individuals who are covered by Medi-Cal and have not previously received services at a
 36 ~~County~~ COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the
 37 ~~County of Orange~~ COUNTY, as the ~~Mental Health Plan~~ MHP, to any individual who received services

1 under ~~this~~ Agreement.

2 O. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
3 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
4 terms of ~~this~~ Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not
5 be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
6 institution, or religious belief.

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

10 Q. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
11 recording, and reporting portion of the Agreement with ~~the County of Orange, including but not limited~~
12 ~~to the following:~~ COUNTY. If administrative responsibilities are delegated to subcontractors, ~~the~~
13 ~~Contractor~~ CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity
14 to perform all delegated responsibilities. These responsibilities include, but are not limited, to the
15 following:

- 16 1. Designate the responsible position(s) in your organization for managing the funds allocated
- 17 to this program;
- 18 2. Maximize the use of the allocated funds;
- 19 3. Ensure timely and accurate reporting of monthly expenditures;
- 20 4. Maintain appropriate staffing levels;
- 21 5. Request budget and/or staffing modifications to the Agreement;
- 22 6. Effectively communicate and monitor the program for its success;
- 23 7. Track and report expenditures electronically;
- 24 8. Maintain electronic and telephone communication between ~~key staff and the Contract and~~
25 ~~Program Administrators~~ CONTRACTOR and ADMINISTRATOR; and
- 26 9. Act quickly to identify and solve problems.

27 ~~R. COUNTY~~ R. CONTRACTOR shall document all adverse incidents affecting the physical
28 and/or emotional welfare of clients, including but not limited to serious physical harm to self or others,
29 serious destruction of property, developments, etc., and which may raise liability issues with COUNTY.
30 CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours of any such serious
31 adverse incident.

32 S. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues
33 that adversely affect the quality or accessibility of client-related services provided by, or under contract
34 with, the COUNTY as identified in the ADMINISTRATOR's P&Ps.

35 T. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to
36 ensure compliance with workload standards and productivity.

1 ~~S. COUNTY~~ U. ADMINISTRATOR shall review client charts to assist CONTRACTOR in
 2 ensuring compliance with ~~HCA policies and procedures~~ ADMINISTRATOR's P&Ps and Medi-Cal
 3 documentation requirements.

4 ~~T. COUNTY~~ V. ADMINISTRATOR shall review and approve all admissions, discharges from
 5 the program and extended stays in the program.

6 ~~W. U. COUNTY~~ ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective
 7 action plans.

8 ~~V. COUNTY~~ X. ADMINISTRATOR shall monitor CONTRACTOR's compliance with
 9 ~~COUNTY Policies and Procedures~~ ADMINISTRATOR P&Ps.

10 Y. ADMINISTRATOR ~~W. COUNTY~~ shall provide a written copy of all assessments
 11 completed on clients referred for admission.

12 Z. ~~X.~~ ADMINISTRATOR shall:

13 1. Provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's
 14 staff to assist CONTRACTOR in ensuring compliance with ~~HCA-CYS~~ COUNTY's Standards of Care
 15 practices, ~~policies and procedures, DMHP&Ps, DHCS~~ State Contract, documentation standards as per
 16 the ~~current HCA-CYS~~ COUNTY's Annual Provider Training, Title IX, the State EPSDT Documentation
 17 Manual, the State TBS Documentation Manual, ~~the EPSDT TBS Coordination of Care Best Practices~~
 18 ~~Manual, and Chapter 26.5 of the Government Code which describes, but is not limited to the~~ any State
 19 ~~regulatory~~ requirements ~~for AB3632 and Medi-Cal.~~

20 2. Assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with
 21 workload standards, productivity and Medi-Cal documentation.

22 3. Review client charts to assist CONTRACTOR in ensuring compliance with ~~HCA-CYS~~
 23 ~~policies and procedures~~ ADMINISTRATOR's P&Ps and Medi-Cal requirements.

24 4. Reviews and approves all referrals of potential clients to alternate services.

25 5. Reviews and approves all admissions, discharges from the program and extended stays in the
 26 program.

27 ~~YAA.~~ COUNTY's Central Quality Review and Training shall:

28 1. Make available, training to CONTRACTOR's staff in ~~HCA-CYS~~ ADMINISTRATOR's
 29 charting procedures.

30 2. Conduct periodic reviews of client charts to monitor CONTRACTOR's compliance with
 31 ~~HCA-CYS Policies and Procedures~~ ADMINISTRATOR's P&Ps and Medi-Cal requirements.

32 3. Monitor CONTRACTOR's completion of corrective action plans filed in response to
 33 Medi-Cal and other reviews.

34 4. Monitor CONTRACTOR's degree of compliance with COUNTY Standards of Care and
 35 ~~HCA-CYS Policies and Procedures~~ ADMINISTRATOR's P&Ps, including but not limited to those
 36 pertaining to Quality Improvement, Medication Monitoring and Supervisory Review.

1 ~~Z~~AB.CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
2 ~~subparagraph VII. above~~ the Responsibilities Paragraph of this Exhibit A to the Agreement.
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