

AGREEMENT FOR PROVISION OF  
ADULT MENTAL HEALTH SERVICES  
BETWEEN  
COUNTY OF ORANGE

AND

«UC\_PROV»

JULY 1, 2012<sup>1</sup> THROUGH JUNE 30, 2014<sup>2</sup>

THIS AGREEMENT entered into this 1st day of July 2012<sup>1</sup>, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «UC\_PROV», «CORP\_STAT» (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

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

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Adult Mental Health Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2012<sup>1</sup> through June 30, 2014<sup>2</sup>

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

Period Two means the period from July 1, 2013 through June 30, 2014

**Aggregate Maximum Obligation:** ~~———— \$8,084,666~~

Period One Aggregate Maximum Obligation:	\$ 7,328,866
Period Two Aggregate Maximum Obligation:	7,328,866
<b>TOTAL AGGREGATE MAXIMUM OBLIGATION:</b>	<b>\$14,657,732</b>

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Provisional Amount

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** «LC\_PROV»  
«CONTACT»  
«ADDR»  
«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 _____ 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.	ADL	Activities of Daily Living
B.	AMHS	Adult Mental Health Services
C.	AA	Alcoholics Anonymous
D.	ARRA	American Recovery and Reinvestment Act
E.	ASRS	Alcohol and Drug Programs Reporting System
F.	BBS	Board of Behavioral Sciences
G.	BHS	Behavioral Health Services
H.	CAT	Centralized Assessment Team
I.	CCC	California Civil Code
J.	CCR	California Code of Regulations
K.	CFR	Code of Federal Regulations
L.	CHPP	COUNTY HIPAA Policies and Procedures
M.	CHS	Correctional Health Services
N.	CSW	Clinical Social Worker
O.	DCR	Data Collection and Reporting
P.	DD	Dual Disorders
Q.	D/MC	Drug/Medi-Cal
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.	EBP	Evidence-Based Practice
X.	EHR	Electronic Health Record
Y.	FSP	Full Service Partnership
Z.	FTE	Full Time Equivalent
AA.	HHS	Health and Human Services
AB.	HIPAA	Health Insurance Portability and Accountability Act
AC.	HSC	California Health and Safety Code
AD.	IRIS	Integrated Records Information System
AE.	KET	Key Events Tracking
AF.	LCSW	Licensed Clinical Social Worker
AG.	LPT	Licensed Psychiatric Technician
AH.	MFT	Marriage and Family Therapist

1	AI.	MHP	<u>Mental Health Plan</u>
2	AJ.	MHS	<u>Mental Health Specialist</u>
3	AK.	MHSA	<u>Mental Health Services Act</u>
4	AL.	MIHS	<u>Medical and Institutional Health Services</u>
5	AM.	MORS	<u>Milestones of Recovery Scale</u>
6	AN.	MTP	<u>Master Treatment Plan</u>
7	AO.	NA	<u>Narcotics Anonymous</u>
8	AP.	NOA-A	<u>Notice of Action</u>
9	AQ.	NP	<u>Nurse Practitioner</u>
10	AR.	NPI	<u>National Provider Identifier</u>
11	AS.	NPP	<u>Notice of Privacy Practices</u>
12	AT.	OCJS	<u>Orange County Jail System</u>
13	AU.	OCPD	<u>Orange County Probation Department</u>
14	AV.	OCR	<u>Office for Civil Rights</u>
15	AW.	OCSD	<u>Orange County Sheriff's Department</u>
16	AX.	OIG	<u>Office of Inspector General</u>
17	AY.	OMB	<u>Office of Management and Budget</u>
18	AZ.	OPM	<u>Federal Office of Personnel Management</u>
19	BA.	P&P	<u>Policies and Procedures</u>
20	BB.	PADSS	<u>Payment Application Data Security Standard</u>
21	BC.	PAF	<u>Partnership Assessment Form</u>
22	BD.	PBM	<u>Pharmaceutical Benefits Management</u>
23	BE.	PC	<u>State of California Penal Code</u>
24	BF.	PCI DSS	<u>Payment Card Industry Data Security Standard</u>
25	BG.	PHI	<u>Protected Health Information</u>
26	BH.	PII	<u>Personally Identifiable Information</u>
27	BI.	PRA	<u>Public Record Act</u>
28	BJ.	PSC	<u>Personal Services Coordinator</u>
29	BK.	QIC	<u>Quality Improvement Committee</u>
30	BL.	RN	<u>Registered Nurse</u>
31	BM.	SSI	<u>Social Security Income</u>
32	BN.	UMDAP	<u>Universal Method of Determining Ability to Pay</u>
33	BO.	USC	<u>United States Code</u>
34	BP.	WIC	<u>State of California Welfare and Institutions Code</u>
35	BQ.	WRAP	<u>Wellness Recovery Action Plan</u>
36	BR.	XML	<u>Extensible Markup Language</u>
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## II. ALTERATION OF TERMS

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

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

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

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

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

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

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

25 1. Ineligible Person shall be any individual or entity who:  
26 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the  
27 federal health care programs; or  
28 b. has been convicted of a criminal offense related to the provision of health care items or  
29 services and has not been reinstated in the federal health care programs after a period of exclusion,  
30 suspension, debarment, or ineligibility.

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

34 3. CONTRACTOR shall screen all current Covered Individuals and subcontractors  
35 semi-annually (January and July) to ensure that they have not become Ineligible Persons.  
36 CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are  
37 eligible to participate in all federal and State of California health programs and have not been excluded



1 or debarred from participation in any federal or state health care programs, and to further represent to  
2 CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

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

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

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

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

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

21 ~~1.~~ 1. CONTRACTOR shall use its best efforts to encourage completion by Covered  
22 Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1)  
23 designated representative to complete all Compliance Trainings when offered.

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

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

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

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

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

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

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

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

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

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

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

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

#### 21 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

## V. CONFIDENTIALITY

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

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

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

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

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

## VI. COST REPORT

A. CONTRACTOR shall submit ~~a 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

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

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

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

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

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

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

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

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

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

~~E. If the individual Cost Report for each period~~ ~~E. In the event CONTRACTOR is authorized to retain unanticipated revenues as described in the Budget paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify, in the Cost Report, the services rendered with such revenues.~~

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

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

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

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

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_"

## 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.~~ C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. 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, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.

## VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

1 documentation for all covered employees, subcontractors and consultants for the period prescribed by  
2 the law.

### 4 IX. EQUIPMENT

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

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

22 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY  
23 the cost of ~~specified items of the approved~~ Equipment purchased by CONTRACTOR. To "expense," in  
24 relation to Equipment, means to charge the ~~full~~ proportionate cost of Equipment in the fiscal year in  
25 which it is purchased. Title of expensed Equipment shall be vested with COUNTY ~~and the Equipment~~  
26 ~~shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.~~

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

32 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
33 inventories of ~~Loaned all~~ Equipment. ~~Equipment shall be tagged with a COUNTY issued tag.~~ Upon  
34 demand by ADMINISTRATOR, CONTRACTOR shall return any or all ~~Loaned~~ Equipment to  
35 COUNTY.

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

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

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

### 12 **X. FACILITIES, PAYMENTS AND SERVICES**

13 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with  
 14 Exhibits B, ~~C~~, and ~~DC~~ to this Agreement. COUNTY shall compensate, and authorize, when applicable,  
 15 said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at  
 16 least the minimum number and type of staff which meet applicable federal and state requirements, and  
 17 which are necessary for the provision of the services hereunder.  
 18

### 19 **XI. INDEMNIFICATION AND INSURANCE**

20 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
 21 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
 22 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
 23 (~~“(COUNTY INDEMNITEES”)~~) harmless from any claims, demands or liability of any kind or nature,  
 24 including but not limited to personal injury or property damage, arising from or related to the services,  
 25 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
 26 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
 27 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
 28 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request  
 29 a jury apportionment.  
 30

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

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

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



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

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

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

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

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

## 13 **XII. INSPECTIONS AND AUDITS**

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

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

### 28 C. AUDIT RESPONSE

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

34 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
35 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
36 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of  
37

1 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
 2 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
 3 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
 4 reimbursement due COUNTY.

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

### 9 10 **XIII. LICENSES AND LAWS**

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

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

- 22 1. ~~State of California Welfare and Institutions Code (WIC),~~ Divisions 5, 6 & ~~and~~ 9;
- 23 2. ~~State of California Health and Safety Code, Sections HSC, §§1250 et seq.;~~
- 24 3. ~~State of California Penal Code (PC),~~ Part 4, Title 1, Chapter 2, Article 2.5 relating to Child  
 25 Abuse Reporting;
- 26 4. ~~California Code of Regulations (CCR),~~ Title 9, Title 17, and Title 22;
- 27 5. ~~Code of Federal Regulations (CFR),~~ Title 42 and Title 45;
- 28 6. ~~United States Code (U.S.C.A.)~~ USC Title 42;
- 29 7. Federal Social Security Act, Title XVIII and Title XIX;
- 30 8. ~~The~~ 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990 ~~(42~~  
 31 ~~U.S.C.A., Chapter 126, 12101, et seq.);~~
- 32 9. ~~The~~ 42 USC, §114 and §§1857, et seq., the Clean Air Act ~~(42 U.S.C.A. Section 114 and~~  
 33 ~~Section 1857, et seq.);~~
- 34 10. ~~The~~ 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act ~~(33~~  
 35 ~~U.S.C.A. 84, Section 308 and Sections 1251 et seq.);~~
- 36 11. 31 USC 7501.70, Federal single Audit Act of 1984 ~~(31 U.S.C.A. 7501.70);~~
- 37 12. Policies and procedures set forth in ~~Mental Health Plan (MHP) Letters;~~

- 1 13. Policies and procedures set forth in ~~Department of Mental Health (DMH)~~ DHCS Letters;
- 2 ~~14.~~ 14. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if
- 3 applicable.
- 4 15. OMB Circulars A-87, A-89, A-110, A-122.
- 5 16. Federal Medicare Cost reimbursement principles and cost reporting standards;
- 6 ~~15~~17. Orange County Medi-Cal Mental Health Managed Care Plan;
- 7 ~~16~~18. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
- 8 Management.
- 9 ~~17. Health Insurance Portability and Accountability Act (HIPAA), as it may exist now, or be~~
- 10 ~~hereafter amended, and if applicable.~~
- 11 ~~18. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A122, and A-133.~~

12 C. CONTRACTOR shall at all times be capable and authorized by the State of California to

13 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the

14 terms of this Agreement and shall make every reasonable effort to obtain appropriate licenses and/or

15 waivers to provide Medi-Cal billable treatment services at school or other sites requested by

16 ADMINISTRATOR.

17 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

18 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days

19 of the award of this Agreement:

20 a. In the case of an individual contractor, his/her name, date of birth, social security

21 number, and residence address;

22 b. In the case of a contractor doing business in a form other than as an individual, the

23 name, date of birth, social security number, and residence address of each individual who owns an

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

25 c. A certification that CONTRACTOR has fully complied with all applicable federal and

26 state reporting requirements regarding its employees;

27 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage

28 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

29 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by

30 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting

31 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings

32 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and

33 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute

34 grounds for termination of this Agreement.

35 3. It is expressly understood that this data will be transmitted to governmental agencies

36 charged with the establishment and enforcement of child support orders, or as permitted by federal

37 and/or state statute.

1                                   **XIV. LITERATURE AND ADVERTISEMENTS**

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

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

12  
13                                   **XV. MAXIMUM OBLIGATION**

14           The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all  
15 agreements for Adult Mental Health Services is during Period One and Period Two are as specified in the  
16 Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is  
17 only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is  
18 understood by the parties that reimbursement to CONTRACTOR will be only a fraction of these  
19 Aggregate Maximum Obligations.

20  
21                                   **XVI. NONDISCRIMINATION**

22           A. EMPLOYMENT

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

33           2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
34 shall state that all qualified applicants will receive consideration for employment without regard to  
35 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
36 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement  
37 shall be deemed fulfilled by use of the phrase “an equal opportunity employer.”

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

5           B. SERVICES, BENEFITS, AND FACILITIES  CONTRACTOR shall not discriminate in the  
6 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
7 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
8 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with  
9 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964  
10 (42 ~~U.S.C.A.~~ USC §2000d); the Age Discrimination Act of 1975 (42 ~~U.S.C.A.~~ USC §6101); and Title 9,  
11 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the ~~California Code of Regulations~~ CCR, and all  
12 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state  
13 law and regulations, as all may now exist or be hereafter amended or changed.

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

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

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

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

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

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

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

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

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

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

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

19 //

## 20 **XVII. NOTICES**

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

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

26 2. When faxed, transmission confirmed;

27 3. When sent by Email; or

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

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

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

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

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

## 6 **XVIII. NOTIFICATION OF DEATH**

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

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

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

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

### 18 **B. TERMINAL ILLNESS DEATH**

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

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

## 29 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

1 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

5 1. ~~California Code of Regulation~~ CCR, Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),  
6 75055(a), 75343(a), and 77143(a).

7 2. State of California, ~~Department of Alcohol and Drug Programs Reporting System (ASRS)~~  
8 ~~manual~~ Health and Safety Code §123145.

9 3. ~~State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS)~~  
10 ~~manual~~.

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

12 ~~5. Title 45 Code of Federal Regulations (CFR),~~ §164.501; §164.524; §164.526; §164.530(c)  
13 and (j).

14 B. CONTRACTOR shall implement and maintain administrative, technical and physical  
15 safeguards to ensure the privacy of ~~protected health information (PHI)~~ and prevent the intentional or  
16 unintentional use or disclosure of PHI in violation of the ~~Health Insurance Portability and Accountability~~  
17 ~~Act of 1996 (HIPAA),~~ federal and state regulations and/or ~~COUNTY HIPAA Policies and Procedures~~  
18 ~~(P&P) (COUNTY HIPAA P&P 1-2).~~ CHPP. CONTRACTOR shall mitigate to the extent practicable,  
19 the known harmful effect of any use or disclosure of ~~protected health information~~ PHI made in violation  
20 of federal or state regulations and/or COUNTY policies.

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

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

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

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

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

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

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



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

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

6 2. Provide auditor or other authorized individuals access to documents via a computer  
7 terminal.

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

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

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

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

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

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

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

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

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

**XXI. REVENUE**

1  
2 A. CLIENT FEES ~~—~~ CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to  
3 clients to whom services, other than Medi-Cal Services, are provided pursuant to this Agreement, their  
4 estates and responsible relatives, according to their ability to pay as determined by the State Department  
5 of Mental Health's "Uniform Method of Determining Ability to Pay" (UMDAP) procedure; or by other  
6 payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance  
7 with Title 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services  
8 provided. No client shall be denied services because of an inability to pay.

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

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

**XXII. SEVERABILITY**

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

25 //

**XXIII. SPECIAL PROVISIONS**

26  
27 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
28 purposes:

- 29 1. Making cash payments to intended recipients of services through this Agreement.
- 30 2. Lobbying any governmental agency or official or making political contributions.

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

- 34 3. Supplanting current funding for existing services.
- 35 4. Fundraising.
- 36 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for

37 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

1 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
2 services.

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

6 8. Paying an individual salary or compensation for services at a rate in excess of the current  
7 Level I of the Executive Salary Schedule as published by the ~~Federal Office of Personnel Management~~  
8 ~~(OPM)~~. The OPM Executive Salary Schedule may be found at ~~www.opm.gov~~ www.opm.gov.

9 9. Severance pay for separating employees.

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

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

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

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

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

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

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

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

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

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

#### 27 **XXIV. STATUS OF CONTRACTOR**

28  
29 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
30 wholly responsible for the manner in which it performs the services required of it by the terms of this  
31 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
32 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
33 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
34 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR  
35 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or  
36 subcontractors as they relate to the services to be provided during the course and scope of their  
37 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be

1 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to  
2 be COUNTY employees.

#### 4 **XXV. TERM**

5 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the  
6 term of this Master Agreement applies. The term of this Master Agreement shall commence on  
7 July 1, 201~~1~~<sup>2</sup> and terminate on June 30, 201~~2~~<sup>4</sup>; provided, however, that the specific term for  
8 CONTRACTOR shall be as specified in the Referenced Contract Provisions of this Agreement; and  
9 provided further that the parties shall continue to be obligated to comply with the requirements and  
10 perform the duties specified in this Agreement. Such duties include, but are not limited to, obligations  
11 with respect to confidentiality, indemnification, audits, reporting, and accounting.

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

#### 15 **XXVI. TERMINATION**

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

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

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

- 24 1. The loss by CONTRACTOR of legal capacity.
- 25 2. Cessation of services.
- 26 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
27 another entity without the prior written consent of COUNTY.
- 28 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
29 required pursuant to this Agreement.
- 30 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this  
31 Agreement.
- 32 6. The continued incapacity of any physician or licensed person to perform duties required  
33 pursuant to this Agreement.
- 34 7. Unethical conduct or malpractice by any physician or licensed person providing services  
35 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
36 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
37 Agreement.

1 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 #

**XXVII. THIRD PARTY BENEFICIARY**

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

**XXVIII. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4  
5 «UC\_PROV»  
6

7  
8  
9 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
10

11 TITLE: \_\_\_\_\_  
12  
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14  
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16

17 COUNTY OF ORANGE  
18

19  
20 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
21

22 -HEALTH CARE AGENCY  
23  
24  
25

26 APPROVED AS TO FORM  
27 OFFICE OF THE COUNTY COUNSEL  
28 ORANGE COUNTY, CALIFORNIA  
29

30  
31 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
32

33 DEPUTY  
34

35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
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 FOR PROVISION OF  
ADULT MENTAL HEALTH SERVICES  
WITH  
«UC\_PROV»  
JULY 1, 2011~~2~~ THROUGH JUNE 30, 201~~2~~4

**IDENTIFICATION OF SERVICES**

CONTRACTOR agrees to provide the following Adult Mental Health services, hereunder marked with an X, pursuant to the terms and conditions specified in this Agreement for the provision of such services by and between COUNTY and CONTRACTOR dated July 1, 2010~~2~~ as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

~~Outpatient Recovery Services  
as specified in Exhibit B~~

PERIOD ONE  
~~«OP\_REC»~~

PERIOD TWO

Outpatient Recovery Services  
as specified in Exhibit ~~B~~ Older Adult C

«OP\_REC 1»

«OP\_REC 2»

~~«OLDER\_ADULT»~~

Social Security Income Outreach Services  
as specified in Exhibit ~~C~~ D

«SSI\_OR\_1»

~~«SSI\_OUTREACH»~~

«SSI\_OR\_2»

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EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
ADULT MENTAL HEALTH SERVICES  
WITH  
«UC\_PROV»  
JULY 1, 2012<sup>1</sup> THROUGH JUNE 30, 2014<sup>2</sup>

**OUTPATIENT RECOVERY SERVICES**

**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.

A. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into ~~the COUNTY's Integrated Records Information System (IRIS)~~ IRIS and documentation that the clients are receiving services at a level and frequency and duration that is consistent with each client's level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

~~B.~~ B. ADL means diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

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

~~C.~~ D. Advisory Board means a client-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the Wellness Center's rules of conduct.

E. Benefits Specialist means a specialized position that would primarily be responsible for coordinating client applications and appeals for State and Federal benefits.

~~D.F.~~ Best Practices means a term that is often used inter-changeably with "evidence-based practice" and is best defined as an "umbrella" term for three levels of practice, measured in relation to recovery-consistent mental health practices where the recovery process is supported with scientific intervention that best meets the needs of the consumer at this time.

1. ~~Evidence-Based Practices (EBP)~~ means the interventions utilized for which there is consistent scientific evidence showing they improved client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the Fidelity of the model.

1           2. Promising Practices means that experts believe the practices is likely to be raised to the next  
2 level when scientific studies can be conducted and is supported by some body of evidence, (evaluation  
3 studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of  
4 advocacy organizations and finally, produces specific outcomes.

5           3. Emerging Practices means that the practice(s) seems like a logical approach to addressing a  
6 specific behavior which is becoming distinct, recognizable among consumers and clinicians in practice,  
7 or innovators in academia or policy makers; and at least one recognized expert, group of researchers or  
8 other credible individuals have endorsed the practice as worthy of attention based on outcomes; and  
9 finally, it produces specific outcomes.

10       ~~G. Data Collection System~~ ~~E. CAMINAR~~ means software designed for collection,  
11 tracking and reporting outcomes data for clients enrolled in the ~~Full-Service Partnerships~~ FSP Programs.

12           1. 3 M's means the Quarterly Assessment Form that is completed for each client every three  
13 months in the ~~CAMINAR~~ approved data collection system.

14           2. Data Mining and Analysis Specialist means a person who is responsible for ensuring the  
15 program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working  
16 on strategies for gathering new data from the consumers' perspective which will improve understanding  
17 of clients' needs and desires towards furthering their recovery. This individual will provide feedback to  
18 the program and work collaboratively with the employment specialist, education specialist, benefits  
19 specialist, and other staff in the program in strategizing improved outcomes in these areas. This position  
20 will be responsible for attending all data and outcome related meetings and ensuring that program is  
21 being proactive in all data collection requirements and changes at the local and state level.

22           3. Data Certification means the process of reviewing State and ~~County~~ COUNTY mandated  
23 outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the  
24 data is accurate.

25           4. ~~Key Events Tracking (KET)~~ means the tracking of a client's movement or changes in the  
26 ~~CAMINAR~~ approved data collection system. A KET must be completed and entered accurately each  
27 time the Agency is reporting a change from previous client status in certain categories. -These categories  
28 include: residential status, employment status, education and benefits establishment.

29           5. ~~Partnership Assessment Form (PAF)~~ means the baseline assessment for each client that  
30 must be completed and entered into ~~CAMINAR~~ data collection system within thirty (30) days of the  
31 Partnership date.

32       ~~FH.~~ Care Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention and  
33 case management services to those clients who seek services in the ~~County~~ COUNTY operated  
34 outpatient programs.

35       ~~GI.~~ Case Management Linkage Brokerage means a process of identification, assessment of need,  
36 planning, coordination and linking, monitoring and continuous evaluation of clients and of available  
37 resources and advocacy through a process of casework activities in order to achieve the best possible

1 resolution to individual needs in the most effective way possible. This includes supportive assistance to  
 2 the client in the assessment, determination of need and securing of adequate and appropriate living  
 3 arrangements.

4 ~~H. Centralized Assessment Team (CAT)~~ J. CAT means a team of clinicians who  
 5 provide mobile response, including mental health evaluations/assessment, for those experiencing a  
 6 mental health crisis, on a twenty-four hours per day, seven days per week basis. Their primary goal is to  
 7 provide diversion away from hospitalization as well as providing referrals and follow-up to assist  
 8 linkage to mental health services.

9 IK. Certified Reviewer means an individual that obtains certification by completing all requirements  
 10 set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet.

11 JL. Client or Consumer means an individual, referred by COUNTY or enrolled in  
 12 CONTRACTOR's program for services under this Agreement, who experiences chronic mental illness.

13 KM. Clinical Director means an individual who meets the minimum requirements set forth in  
 14 Title 9, ~~California Code of Regulations~~ CCR, and has at least two (2) years of full-time professional  
 15 experience working in a mental health setting.

16 ~~L. Clinical Social Worker~~ N. CSW means an individual who meets the minimum professional  
 17 and licensure requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section 625, and  
 18 has two (2) years of post-master's clinical experience in a mental health setting.

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

24 ~~N. Direct Service Hours (P. DSH)~~ means a measure in minutes that a clinician spends  
 25 providing client services. DSH credit is obtained for providing mental health, case management,  
 26 medication support and a crisis intervention service to any client open in the IRIS which includes both  
 27 billable and non-billable services.

28 OQ. Engagement means the process by which a trusting relationship between worker and  
 29 client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of  
 30 client(s) is the objective of a successful outreach.

31 PR. Face-to-Face means an encounter between client and provider where they are both physically  
 32 present.

33 ~~Q. Full Service Partnership (S. FSP)~~

34 1. A ~~Full Service Partnership~~ FSP means a type of program described by the State in the  
 35 requirements for the COUNTY plan for use of MHSA funds and which includes clients being a full  
 36 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and  
 37 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams

1 will be established including the client, psychiatrist, and ~~Personal Services Coordinator (PSC)~~PSC.  
 2 Whenever possible, these multidisciplinary teams will include a mental health nurse, marriage and  
 3 family therapist, clinical social worker, peer specialist, and family members. The ideal client to staff  
 4 ratio will be in the range of fifteen (15) to twenty (~~15~~—20) to one (1), ensuring relationship building and  
 5 intense service delivery. Services will include, but not be limited to, the following:

- 6 a. Crisis management;
- 7 b. Housing Services;
- 8 c. Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- 9 d. Community-based Wraparound Recovery Services;
- 10 e. Vocational and Educational services;
- 11 f. Job Coaching/Developing;
- 12 g. Consumer employment;
- 13 h. Money management/Representative Payee support;
- 14 i. Flexible Fund account for immediate needs;
- 15 j. Transportation;
- 16 k. Illness education and self-management;
- 17 l. Medication Support;
- 18 m. Dual Diagnosis Services;
- 19 n. Linkage to financial benefits/entitlements;
- 20 o. Family and Peer Support; and
- 21 p. Supportive socialization and meaningful community roles.

22 2. Client services are focused on recovery and harm reduction to encourage the highest level  
 23 of client empowerment and independence achievable. PSC's will meet with the consumer in their  
 24 current community setting and will develop a supportive relationship with the individual served.  
 25 Substance abuse treatment will be integrated into services and provided by the client's team to  
 26 individuals with a co-occurring disorder.

27 3. The ~~Full-Service Partnership~~FSP shall offer "whatever it takes" to engage seriously  
 28 mentally ill adults, including those who are dually diagnosed, in a partnership to achieve the individual's  
 29 wellness and recovery goals. Services shall be non-coercive and focused on engaging people in the  
 30 field. The goal of ~~Full-Service Partnership~~FSP Programs is to assist the consumer's progress through  
 31 pre-determined quality of life outcome domains (housing, decreased jail, decreased hospitalization,  
 32 increased education involvement, increased employment opportunities and retention, linkage to medical  
 33 providers, etc.) and become more independent and self-sufficient as consumers move through the  
 34 continuum of recovery and evidence by progressing to lower level of care or out of the "intensive case  
 35 management need" category.

1 ~~RT.~~ Housing Specialist means a specialized position dedicated to developing the full array of  
 2 housing options for their program and monitoring their suitability for the population served in  
 3 accordance with the minimal housing standards policy set by the ~~County of Orange~~ COUNTY for their  
 4 program. This individual is also responsible for assisting consumers with applications to low income  
 5 housing, housing subsidies, senior housing, etc.

6 ~~SU.~~ Individual Services and Support Funds (- Flexible Funds) means funds intended for use to  
 7 provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment  
 8 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as  
 9 housing, client transportation, food, clothing, medical and miscellaneous expenditures that are  
 10 individualized and appropriate to support client's mental health treatment activities.

11 ~~T~~ V. Intake means the initial meeting between a client and CONTRACTOR's staff and includes  
 12 an evaluation to determine if the client meets program criteria and is willing to seek services.

13 ~~U.~~ Integrated Records Information System ~~(W.~~ Intern means an individual enrolled in an  
 14 accredited graduate program accumulating clinically supervised work experience hours as part of field  
 15 work, internship, or practicum requirements. Acceptable graduate programs include all programs that  
 16 assist the student in meeting the educational requirements in becoming a MFT, a LCSW, or a licensed  
 17 Clinical Psychologist.

18 ~~X.~~ IRIS means a collection of applications and databases that serve the needs of programs within  
 19 the ~~County of Orange Health Care Agency~~ COUNTY and includes functionality such as registration and  
 20 scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory  
 21 requirements, electronic medical records and other relevant applications.

22 ~~YU.~~ Job Coach/Developer means a specialized position dedicated to cultivating and nurturing  
 23 employment opportunities for the clients and matching the job to the client's strengths, abilities, desires,  
 24 and goals. This position will also integrate knowledge about career development and job preparation to  
 25 ensure successful job retention and satisfaction of both employer and employee.

26 ~~W.~~ Marriage and Family Therapist ~~Z.~~ MFT means an individual who meets the minimum  
 27 professional and licensure requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section  
 28 625.

29 ~~XAA.~~ Medical Necessity means the requirements as defined in the ~~Orange County Mental Health~~  
 30 ~~Plan (COUNTY MHP)~~ Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services  
 31 that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

32 ~~YAB.~~ Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree  
 33 and four years of experience in a mental health setting as a specialist in the fields of physical restoration,  
 34 social adjustment and/or vocational adjustment.

35 ~~ZAC.~~ Mental Health Services means interventions designed to provide the maximum reduction of  
 36 mental disability and restoration or maintenance of functioning consistent with the requirements for  
 37 learning, development and enhanced self-sufficiency. Services shall include:

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

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

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

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

11           5. DD Integrated Treatment Model means that the program uses a stage-wise treatment model  
12 that is non-confrontational, follows behavioral principles, considers interactions between mental illness  
13 and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse  
14 research has strongly indicated that to recover fully, a consumer with co-occurring disorder needs  
15 treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis  
16 services integrate assistance for each condition, helping people recover from both in one setting at the  
17 same time.

18           6. Medication Support Services means those services provided by a licensed physician,  
19 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing  
20 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the  
21 symptoms of mental illness. These services also include evaluation and documentation of the clinical  
22 justification and effectiveness for use of the medication, dosage, side effects, compliance and response  
23 to medication, as well as obtaining informed consent, providing medication education and plan  
24 development related to the delivery of the service and/or assessment of the beneficiary.

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

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

34           89. Therapy means a service activity which is a therapeutic intervention that focuses primarily  
35 on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an  
36 individual or group of beneficiaries which may include family therapy in which the beneficiary is  
37 present.

1 ~~AA. Mental Health Services Act (AD. MHS)~~ means the law that provides funding for expanded  
2 community mental health services. It is also known as “Proposition 63.”

3 ~~ABAE. Mental Health Worker~~ means an individual who has obtained a Bachelor's degree in a  
4 mental health field or has a high school diploma and two (2) years of experience delivering services in a  
5 mental health field.

6 ~~AC. Milestones of Recovery Scale (AF. MORS)~~ is a recovery scale that ~~Orange County~~  
7 ~~ADMINISTRATOR~~ will be using for the Adult mental health programs in Orange County. The scale  
8 will provide the means of assigning consumers to their appropriate level of care and replace the  
9 diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a  
10 recovery-based tool for identifying the level of service needed by participating members. The scale will  
11 be used to create a map of the system by determining which milestone(s) or level of recovery (based on  
12 the MORS) are the target groups for different programs across the continuum of programs and services  
13 offered by ~~Orange County Behavioral Health~~ ~~ADMINISTRATOR~~.

14 ~~AD. National Provider Identifier (AG. NPI)~~ means the standard unique health identifier that was  
15 adopted by the Secretary of ~~Health and Human Services~~ ~~HHS~~ under ~~Health Insurance Portability and~~  
16 ~~Accountability Act (HIPAA) of 1996~~ for health care providers. All HIPAA covered healthcare  
17 providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA  
18 standard transactions. The NPI is assigned for life.

19 ~~AE. Notice of Action (AH. NOA-A)~~ means a Medi-Cal requirement that informs the  
20 beneficiary that he/she is not entitled to any specialty mental health service. The ~~County of~~  
21 ~~Orange~~ ~~COUNTY~~ has expanded the requirement for an NOA-A to all individuals requesting an  
22 assessment for services and found not to meet the medical necessity criteria for specialty mental health  
23 services.

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

27 ~~AGAJ. Outreach~~ means the outreach to potential clients to link them to appropriate mental health  
28 services and may include activities that involve educating the community about the services offered and  
29 requirements for participation in the programs. Such activities should result in the CONTRACTOR  
30 developing their own client referral sources for the programs they offer.

31 ~~AHAK. Peer Recovery Specialist/Counselor~~ means an individual who has been through the same or  
32 similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid  
33 for this function—by the program. A peer recovery specialist practice is informed by his/her own  
34 experience.

35 ~~AI. Personal Services Coordinator (PSC)~~ ~~AL. PSC~~ means an individual who will be part of a  
36 multi-disciplinary team that will provide community based mental health services to adults that are  
37 struggling with persistent and severe mental illness as well as homelessness, rehabilitation and recovery

1 principles. The PSC is responsible for clinical care and case management of assigned client and families  
 2 in a community, home, or program setting. This includes assisting clients with mental health, housing,  
 3 vocational and educational needs. The position is also responsible for administrative and clinical  
 4 documentation as well as participating in trainings and team meetings. The PSC shall be active in  
 5 supporting and implementing the program's philosophy and its individualized, strength-based,  
 6 culturally/linguistically competent and client-centered approach.

7 ~~AJAM.~~ PBM means the Company that manages the medication benefits that are given to BHS &  
 8 MIHS clients that qualify for medication benefits.

9 ~~AN.~~ Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical  
 10 Psychology and is registered with the Board of Psychology as a registered Psychology Intern or  
 11 Psychological Assistant, acquiring hours for licensing and waived in accordance with ~~Welfare and~~  
 12 ~~Institutions Code~~ WIC, section 575.2. The waiver may not exceed five (5) years.

13 ~~AKAO.~~ Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social  
 14 Work or Marriage and Family Therapy and is registered with the ~~Board of Behavioral Sciences (BBS)~~ as  
 15 an Associate Clinical Social Worker or MFT Intern acquiring hours for licensing. An individual's  
 16 registration is subject to regulations adopted by the BBS.

17 ~~ALAP.~~ Program Director means an individual who has complete responsibility for the day to day  
 18 function of the program. The Program Director is the highest level of decision making at a local,  
 19 program level.

20 ~~AMAQ.~~ Promotora de Salud Model means a model where trained individuals, Promotores, work  
 21 towards improving the health of their communities by linking their neighbors to health care and social  
 22 services, educating their peers about mental illness, disease and injury prevention.

23 ~~ANAR.~~ Promotores means individuals who are members of the community who function as natural  
 24 helpers to address some of their communities' unmet mental health, health and human service needs.  
 25 They are individuals who represent the ethnic, socio-economic and educational traits of the population  
 26 he/she serves. Promotores are respected and recognized by their peers and have the pulse of the  
 27 community's needs.

28 ~~AO. Protected Health Information (PHI)~~ AS. PHI means individually identifiable health  
 29 information usually transmitted by electronic media, maintained in any medium as defined in the  
 30 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is  
 31 created or received by a covered entity and relates to the past, present, or future physical or mental health  
 32 or condition of an individual, provision of health care to an individual, or the past, present, or future  
 33 payment for health care provided to an individual.

34 ~~APAT.~~ Psychiatrist means an individual who meets the minimum professional and licensure  
 35 requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section 623.

36 ~~AQAU.~~ Psychologist means an individual who meets the minimum professional and licensure  
 37 requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section 624.



1 AV. QIC ~~AR. Quality Improvement Committee (QIC)~~ means a committee that meets quarterly to  
 2 review one percent (1%) of all “high-risk” Medi-Cal clients to monitor and evaluate the quality and  
 3 appropriateness of services provided. At a minimum, the committee is comprised of one (1)  
 4 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the  
 5 clinical care of the cases.

6 ~~AS. Recovery is “a deeply personal, unique process of changing one’s attitudes, values, feelings,  
 7 goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life even with  
 8 limitations caused by the illness. Recovery involves the development of new meaning and purpose in  
 9 one’s life as one grows beyond the catastrophic effects of mental illness. Ultimately, because recovery is  
 10 a personal and unique process, everyone with a psychiatric illness develops his or her own definition of  
 11 recovery. However, certain concepts or factors are common to recovery.” (William Anthony,  
 12 1993).~~

13 AW. Recovery is “a process of change through which individuals improve their health and  
 14 wellness, live a self-directed life, and strive to reach their full potential,” and identifies four major  
 15 dimensions to support recovery in live:

16 “1. Health: Overcoming or managing one’s disease(s) as well as living in a physically and  
 17 emotionally healthy way;

18 2. Home: A stable and safe place to live;

19 3. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking,  
 20 or creative endeavors, and the independence, income, and resources to participate in society; and

21 4. ~~AT~~Community: Relationships and social networks that provide support, friendship,  
 22 love, and hope.”

23 AX. Referral means providing the effective linkage of a client to another service, when indicated;  
 24 with follow-up to be provided within five (5) working days to assure that the client has made contact  
 25 with the referred service.

26 ~~AY. Supportive Housing PSC ~~AU. Pharmacy Benefits Manager means the Pharmaceutical  
 27 Benefits Management (PBM) Company that manages the medication benefits that are given to  
 28 Behavioral Health Services (BHS) & Medical & Institutional Health Services (MIHS) clients that  
 29 qualify for medication benefits.~~~~

30 ~~AV. Supportive Housing Personal Services Coordinator (PSC) means a person who provides  
 31 services in a supportive housing structure. This person will coordinate activities which will include, but  
 32 not be limited to: independent living skills, social activities, supporting communal living, assisting  
 33 residents with conflict resolution, advocacy, and linking clients with the assigned PSC for clinical  
 34 issues. Supportive Housing PSC will consult with the multidisciplinary team of clients assigned by the  
 35 program. The PSC’s will be active in supporting and implementing a full service partnership philosophy  
 36 and its individualized, strengths-based, culturally appropriate, and client-centered approach.~~

37 ~~AW. AZ. Supervisory Review means ongoing clinical case reviews in accordance with procedures  
 developed by County COUNTY, to determine the appropriateness of diagnosis and treatment and to~~

1 monitor compliance to the minimum ~~Adult Mental Health Services (AMHS)~~ ADMINISTRATOR and  
 2 Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or  
 3 designee.

4 ~~AXBA~~. Token means the security device which allows an individual user to access the ~~Health Care~~  
 5 ~~Agency (HCA)~~ computer based ~~Integrated Records Information System (IRIS)~~.

6 ~~AYBB~~. UMDAP ~~means Universal Method of Determining Ability to Pay~~ (is the method used for  
 7 determining the annual client liability for mental health services received from COUNTY mental health  
 8 systems and is set by the State of California).

9 ~~AZBC~~. Vocational/Educational Specialist means a person who provides services that range from  
 10 pre-vocational groups, trainings and supports to obtain employment out in the community based on the  
 11 consumers' level of need and desired support. The Vocational/Educational Specialist will provide "one  
 12 on one" vocational counseling and support to consumers to ensure that their needs and goals are being  
 13 met. The overall focus of Vocational/Educational Specialist is to empower consumers and provide them  
 14 with the knowledge and resources to achieve the highest level of vocational functioning possible.

15 BD. WRAP is a consumer self-help technique for monitoring and responding to symptoms to  
 16 achieve the highest possible levels of wellness, stability, and quality of life.

17 //

18 **II. BUDGET**

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
ADMINISTRATIVE COST		<u>TOTAL BUDGET</u>
Salaries	\$ <u>&lt;&lt;XBA_SAL_1&gt;</u>	<u>&lt;&lt;XBA_SAL_2&gt;</u>
		<del>\$&lt;&lt;XBA_SAL&gt;</del>
Benefits	<u>&lt;&lt;XBA_BEN_1&gt;</u>	<u>&lt;&lt;XBA_BEN_2&gt;</u>
		<del>&lt;&lt;XBA_BEN&gt;</del>
Services and Supplies	<u>&lt;&lt;XBA_SS_1&gt;</u>	<u>&lt;&lt;XBA_SS_2&gt;</u>
		<del>&lt;&lt;XBA_SS&gt;</del>
Subcontractors	<u>&lt;&lt;XBA_SUBK_1&gt;</u>	<u>&lt;&lt;XBA_SUBK_2&gt;</u>
		<del>&lt;&lt;XBA_SUBK&gt;</del>
Indirect Costs	<u>&lt;&lt;XBA_INDC_1&gt;</u>	<u>&lt;&lt;XBA_INDC_2&gt;</u>
		<del>&lt;&lt;XBA_INDC&gt;</del>
<b>SUBTOTAL ADMINISTRATIVE COST</b>	<b>\$ <u>&lt;&lt;XBA_SUBT_1&gt;</u></b>	<b><u>&lt;&lt;XBA_SUBT_2&gt;</u></b>
		<del>\$&lt;&lt;XBA_SUBT&gt;</del>

1	PROGRAM COST		
2	Salaries	\$«XBP_SAL_1»	«XBP_SAL_2»
3			<del>\$«XBP_SAL»</del>
4	Benefits	«XBP_BEN_1»	«XBP_BEN_2»
5			<del>«XBP_BEN»</del>
6	Services and Supplies	«XBP_SS_1»	«XBP_SS_2»
7			<del>«XBP_SS»</del>
8	Subcontractor	«XBP_SUBK_1»	«XBP_SUBK_2»
9			<del>«XBP_SUBK»</del>
10	SUBTOTAL PROGRAM COST	\$«XBP_SUBT_1»	«XBP_SUBT_2»
11			<del>\$«XBP_SUBT»</del>
12			
13	TOTAL COST	\$«XB_TCCOST_11»	«XB_TCCOST_2»
14			<del>\$«XB_TCCOST»</del>
15			
16	REVENUE		
17	Federal Medi-Cal	\$ «XBR_FMC_1»	«XBR_FMC_2»
18			<del>\$ «XBR_FMC»</del>
19	MHSA Medi-Cal Match	«XBR_MCM_1»	«XBR_MCM_2»
20			<del>«XBR_MCM»</del>
21	Total Medi-Cal	\$«XBR_TMC_1»	«XBR_TMC_2»
22			<del>\$«XBR_TMC»</del>
23			
24	<u>MHSA</u> <del>—Mental Health Services Act</del>	«XBR_MHSA_1»	«XBR_MHSA_2»
25			<del>«XBR_MHSA»</del>
26	TOTAL REVENUE	\$«XBR_TTL_1»	«XBR_TTL_2»
27			<del>\$«XBR_TTL»</del>
28			
29	TOTAL <u>BUDGET</u>	\$«XB_TTL_MAXOB_1»	«XB_TTL_MAXOB_2»
30	<del>MAXIMUM OBLIGATION</del>		<del>\$«XB_TTL_MAXOB»</del>

32 B. The total Federal and MHSA Medi-Cal Match amount of \$«XBR\_TMC»«XBR\_TMC\_1»  
33 referenced in sSubparagraph II.A. above, is based on program revenue generated and accounted for in  
34 the Fiscal  
35 Year ~~2009-10~~2010-11 Cost Report. Should CONTRACTOR not achieve this specified level of revenue,  
36 CONTRACTOR shall be responsible for any costs that result from the difference between the actual  
37 Medi-Cal revenue generated and the specified level of Medi-Cal required in the is Agreement.

1 C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services  
 2 provided pursuant to ~~the~~<sup>is</sup> Agreement, CONTRACTOR may make written application to  
 3 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the  
 4 fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR  
 5 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR  
 6 shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and  
 7 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on  
 8 behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.

9 D. The parties agree that the above budget reflects an average Medi-Cal client caseload of  
 10 approximately ~~«XB\_MC\_CASE\_SPELL»~~ «XB MC CASE SPELL 1» percent  
 11 ~~«XB\_MC\_CASE\_SYMB»~~ «XB MC CASE SYMB 1» to be maintained by CONTRACTOR; for  
 12 Period One and Period Two. CONTRACTOR agrees to accept COUNTY referrals that may result in an  
 13 increase in this average.

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

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

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

### III. PAYMENTS

1  
2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of  
3 \$~~«XB\_ARREAR\_MO» per month.~~ «XB\_ARREAR\_MO\_1» per month for Period One and Period Two.  
4 All payments are interim payments only and are subject to Final Settlement in accordance with the Cost  
5 Report ~~p~~ Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost  
6 of providing the services; hereunder provided, however, the total of such payments for Exhibits B and C  
7 of the Agreement does not exceed ~~COUNTY's Total~~ the Aggregate Maximum Obligation for each period  
8 as noted in the Referenced Contract Provisions of the Agreement and, provided further,  
9 CONTRACTOR's costs are reimbursable pursuant to ~~County~~ COUNTY, State and/or Federal  
10 regulations. ADMINISTRATOR may, at its discretion, pay supplemental ~~billings~~ invoices for any month  
11 for which the provisional amount specified above has not been fully paid.

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

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

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

26 B. CONTRACTOR's ~~billing~~ invoice shall be on a form approved or supplied by COUNTY and  
27 provide such information as is required by ADMINISTRATOR. ~~Billings~~ Invoices are due the tenth  
28 (10th) ~~business~~ day of each month ~~and payments.~~ Invoices received after the due date may not be paid  
29 within the same month. Payments to CONTRACTOR should be released by COUNTY no later than  
30 twenty-one (21) calendar days after receipt of the correctly completed ~~billing form~~ invoice.

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

34 ~~— D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply~~  
35 ~~with any provision of the Agreement.~~

36 invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation  
37 including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks,

1 receipts, receiving records and records of services provided.

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

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

7 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
8 Payments Paragraph of this Exhibit B to the Agreement.

#### 10 IV. SERVICES

11 A. FACILITY ~~—~~ CONTRACTOR shall maintain a facility which meets the minimum requirements  
12 for Medi-Cal and Medicare eligibility for the provisions of an Adult Outpatient and Recovery Program  
13 for exclusive use by COUNTY at the following locations, or any other location approved, in advance, in  
14 writing, by ADMINISTRATOR:

16 «XB_LOC1_NAME»	«XB_LOC2_NAME»	«XB_LOC3_NAME»
17 «XB_LOC1_ADDR»	«XB_LOC2_ADDR»	«XB_LOC3_ADDR»
18 «XB_LOC1_CSZ»	«XB_LOC2_CSZ»	«XB_LOC3_CSZ»

20 1. ~~The~~ Each facility shall meet the following standards:

- 21 a. ~~Health and Safety Code~~ HSC 1520 et.seq;
- 22 b. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.)
- 23 c. Meets the requirements for Medi-Cal eligibility.

24 2. The facilities shall:

- 25 a. Include a space, which can be used for the following Recovery Services/Programs:
  - 26 1) Mental Health Services
  - 27 2) Crisis Intervention Services
  - 28 3) Case Management Services
  - 29 4) Medication Support Services
  - 30 5) Group Interventions
  - 31 6) Socialization Services
  - 32 7) Peer Lead Services
- 33 b. Have at least three (3) or more rooms for client treatment, including at least one (1)  
34 group room with a capacity for at least ten (10) people.
- 35 c. Have accessible parking for clients, including spaces for persons with disabilities.
- 36 d. Be in a location that is readily accessible by public transportation and accessible to  
37 persons with disabilities.

1 e. Maintain regularly scheduled service hours five days per week. CONTRACTOR shall  
 2 operate during the hours which are most accessible to clients, which shall include evenings and/or  
 3 weekends, subject to written approval by ADMINISTRATOR.

4 f. Maintain a holiday schedule consistent with COUNTY's holiday schedule, unless  
 5 otherwise approved in advance by the ADMINISTRATOR. However, CONTRACTOR is encouraged  
 6 to provide the aforementioned services on holidays, whenever possible.

#### 7 B. INDIVIDUALS TO BE SERVED

8 1. CONTRACTOR shall provide the services herein to adults, age eighteen (18) and older,  
 9 who have been referred or approved by ADMINISTRATOR. CONTRACTOR operating a Direct  
 10 Access program as designated by ADMINISTRATOR shall also serve walk-in clients at those sites.  
 11 Services to clients shall be individualized and delivered in the language preferred by the client.  
 12 CONTRACTOR shall address the special needs of clients who are dually diagnosed or older adults (over  
 13 sixty (60) years of age).

14 2. Individuals with serious and persistent mental illness who have been referred from  
 15 COUNTY ~~outpatient clinics~~ or contracted program.

16 C. PROGRAM SERVICES – CONTRACTOR shall provide Mental Health Services, according to  
 17 the guidelines for service delivery as stated in ~~California Code of Regulations~~ CCR, Title IX, Division 1.  
 18 Clinical services shall focus on the individual client's needs, strengths, choices, and involvement in  
 19 service planning and implementation in order to assist the clients in taking charge of their lives through  
 20 informed decision making. Services shall be available Monday through Friday, and shall include:

21 1. OUTPATIENT RECOVERY SERVICES – CONTRACTOR shall provide Recovery  
 22 Services to all clients. This program shall allow the clients to receive largely self-directed services  
 23 focusing on community reintegration and linkage to physical health care. The program shall promote  
 24 client self-management. The goal shall be to reduce reliance on the mental health system and increase  
 25 self-responsibility through the development of a healthy support system.

26 2. Services shall be targeted at community reintegration. Recovery Services shall be largely  
 27 peer run, offering multiple groups and other peer coaching activities, such as pre-employment and  
 28 employment activities, socialization functions, educational groups, drug and alcohol groups and support  
 29 groups. Clients will establish a ~~Wellness Recovery Action Plan (WRAP)~~ and learn to operationalize it  
 30 to promote a forward focus in recovery and prevent decompensation. The Recovery Center shall have  
 31 literature available to the clients regarding mental illness and wellness to encourage the clients to accept  
 32 responsibility for their health and wellness. Medication management services shall be available for  
 33 those who wish to receive these services through the recovery center. A mental health clinician shall be  
 34 available for clients requiring episodic mental health intervention, to maintain this level of care or to  
 35 receive occasional case management expertise, should the need arise.

1 a. Medication Management Services ~~≡~~ CONTRACTOR shall provide Medication  
 2 Management Services which include evaluation of need for medication; evaluation of clinical  
 3 effectiveness and side effects of medication; obtaining informed consent; medication education  
 4 including discussing risks, benefits, and alternatives with the clients or significant support persons; plan  
 5 development related to the delivery of services and/or to the status of the client's community  
 6 functioning; and prescribing, dispensing, and administering of psychiatric medications. Medication  
 7 Management Services shall be provided by a licensed physician with a specialty in psychiatry or by a  
 8 licensed ~~Registered Nurse (RN), Nurse Practitioner (NP), or a Licensed Psychiatric Technician~~  
 9 ~~(LPT)~~ RN, NP, or an LPT under the supervision of a licensed psychiatrist, and in accordance with their  
 10 scope of practice, CONTRACTOR is encouraged to follow COUNTY's prescribing guidelines.

11 b. Mental Health Services designed to provide maximum reduction of mental disability  
 12 and restoration or maintenance of client functioning. Mental Health Services shall be directed toward  
 13 achieving the client's goals and shall include the following services:

14 1) Assessment and Evaluation Services

15 a) CONTRACTOR shall provide Assessment Services to determine which  
 16 services provided by CONTRACTOR are appropriate to an individual's needs. Assessment is a clinical  
 17 analysis of the history and current status of the individual's mental or behavioral disorder. Assessment  
 18 may include relevant cultural issues, history, diagnosis, and the use of testing procedures where  
 19 appropriate. For a client who is hospitalized, CONTRACTOR shall make a face-to-face assessment  
 20 prior to the client's discharge from the facility. When a face-to-face visit in the hospital is not possible,  
 21 CONTRACTOR shall make an appointment with the client prior to discharge for services to be provided  
 22 within twenty-four (24) hours after discharge.

23 b) CONTRACTOR shall provide an evaluation of the client's community  
 24 functioning in several areas including living situation, daily activities, social support systems, vocational  
 25 and/or educational activities, and health status. CONTRACTOR shall address cultural issues where  
 26 appropriate. CONTRACTOR shall document admission of client by completing the entry and  
 27 evaluation documents of COUNTY's Management Information System.

28 2) Individual and Group Therapy ~~≡~~ CONTRACTOR shall provide therapeutic  
 29 interventions consistent with the client's goals, desired results, and personal milestones which focus  
 30 primarily on functional impairments as a means to improve community functioning. CONTRACTOR  
 31 shall provide such services to clients individually, to two (2) or more clients at the same time (Group), or  
 32 to family with the client present.

33 3) Collateral Services ~~≡~~ CONTRACTOR shall provide services to client's significant  
 34 others which shall include, but not be limited to, consultation and training to assist in better utilization of  
 35 services and understanding of mental illness and involvement of the significant other in client's service  
 36 planning and implementation of the service plan. Family counseling or therapy which is provided on  
 37 behalf of the client, when the client is not present, shall be considered Collateral Services.



1                   4) Rehabilitation and Recovery – In accordance with the client’s ~~Master Treatment~~  
2 ~~Plan~~MTP, CONTRACTOR shall provide any or all of the following:

3                   a) Assistance, either individually or in a group, in restoring or maintaining a  
4 client’s functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal  
5 preparation skills, medication compliance, and support resources.

6                   b) Counseling of the client and/or family; training in vocational, educational and  
7 leisure activities integral to achieving the client's goals.

8                   5) Plan Development – CONTRACTOR shall, with the client, develop a ~~Master~~  
9 ~~Treatment Plan~~ (MTP) appropriate for reduction of the client’s psychiatric impairment, restoration of the  
10 client’s functioning consistent with the requirements for learning and development, and/or the client’s  
11 independent living and enhanced self-sufficiency. All planned services and providers shall be specified  
12 in the client’s MTP, which shall be signed by the Care Coordinator and the client and/or responsible  
13 party. The MTP must be signed by a Licensed Mental Health Professional (physician, psychologist,  
14 ~~icensed clinical social worker~~LCSW, MFT, or RN) if the Care Coordinator does not meet those  
15 qualifications. CONTRACTOR shall include in the MTP, verification of the client’s medical or service  
16 necessity and shall monitor the client’s progress in meeting his/her goals.

17                   c. Pre-Employment and Employment activities shall include job preparedness groups and  
18 individual evaluation, assistance with locating employment, skills identification, resume writing,  
19 dressing for success, interviewing techniques and practice, interview follow-up techniques, job search,  
20 including attendance at Job Fairs.

21                   d. Educational Activities shall include stigma elimination, education on common mental  
22 illnesses, recovery principles, health and wellness classes. There shall be assistance to clients wishing to  
23 continue formal or technical education. Activities shall include educational evaluation and interest  
24 exploration, educational plan development, assistance with research of programs and funding assistance  
25 available, assistance with matriculation and development of educational support groups and networks.

26                   e. WRAP Groups shall address the purpose and benefits of a WRAP Plan, developing a  
27 WRAP Plan, operationalizing and adhering to the plan, how a WRAP plan can help in a crisis, and  
28 updating a WRAP Plan.

29                   f. Crisis Intervention – CONTRACTOR shall provide timely emergency response service  
30 enabling the client to cope with a crisis, while maintaining his/her status as a functioning community  
31 member to the greatest extent possible. A crisis is an unplanned event that results in a client’s need for  
32 immediate service intervention. Crisis Intervention Services are limited to stabilization of the presenting  
33 emergency and are only provided for clients served pursuant to ~~this~~is Agreement, with the exception of  
34 the Direct Access service. CONTRACTOR shall provide Crisis Intervention Services either face-to-  
35 face, on-site or anywhere in the community, or by telephone with the client or client’s significant  
36 other(s), for those clients open to CONTRACTOR.

1) Evaluation for Involuntary Hospitalization – CONTRACTOR shall complete evaluations for involuntary hospitalization pursuant to Section 5150 ~~Welfare and Institution Code~~, WIC, as appropriate for clients served pursuant to the ~~is~~ Agreement.

2) Clinical staff that are designated by COUNTY to perform evaluations pursuant to ~~Welfare and Institutions Code~~ WIC Section 5150 shall follow the procedure as set forth in the ~~Health Care Agency's~~ ADMINISTRATOR's Adult Community Services ~~Policy and Procedures~~ P&P Manual, Referral to Evaluation and Treatment Services.

3) Emergency Psychiatric Transportation – COUNTY will pay for emergency ambulance or other psychiatric transportation of non-Medi-Cal clients from CONTRACTOR's clinic sites to health facilities in accordance with COUNTY's Medical Transportation Contract.

g. Case Management Services – CONTRACTOR shall provide services needed to access necessary medical, educational, social, prevocational, vocational, rehabilitative, recovery or other needed community services for eligible individuals. These are either face-to-face or by telephone with the individual or significant support persons, shall include:

1) Linkage and Consultation Services – CONTRACTOR shall identify and pursue resources necessary and appropriate to implement the client's ~~Master Treatment Plan~~ MTP, including family, community provider, and public agency resources required to maintain maximum support for the client.

2) Placement Services – CONTRACTOR shall provide supportive assistance to the client in the assessment, determination of need, and securing of adequate and appropriate living arrangements including, but not limited to, the following:

- a) Locating and securing an appropriate living environment
- b) Locating and securing funding
- c) Pre-placement visit(s)
- d) Negotiation of housing or placement contracts
- e) Placement and placement follow-up

h. Substance Abuse Groups shall include education on substance abuse and physical health, education on substance abuse and mental health, structured sobriety groups, smoking groups, relapse prevention, substance interaction with prescription drugs, selecting support people, how addiction affects family interaction, how addiction can destroy relationships, maintaining sobriety, addictions and employment, linkages to community resources, and the development of appropriate leisure activities to achieve and maintain sobriety.

23. PEER RUN CENTER – CONTRACTOR shall provide socialization services to include client support during participation in self-help and education groups; community meetings; games and physical conditioning; and visits to places of interest in the community. Socialization services shall be made available to all clients and graduates who would benefit from services. Hours for Socialization services shall be available to clients at a minimum of fifteen (15) hours per week. Specific socialization

1 activities may include but not limited to; meet and greet events; community participation at local events;  
 2 field trips; socialization groups targeted at interpersonal skill development, communication skills,  
 3 making friends, selecting significant support people, leisure activities, hobbies and craft workshops.

4 D. CLIENT RECORDS – CONTRACTOR shall maintain adequate records on each individual  
 5 client which shall include diagnostic studies, records of client interviews, progress notes, and records of  
 6 service provided by various personnel in sufficient detail to permit an evaluation of services.  
 7 CONTRACTOR shall use COUNTY charting procedures regarding the use of forms and organization of  
 8 documentation in the clients' records.

9 E. QUALITY IMPROVEMENT

10 1. CONTRACTOR shall agree to adopt and comply with all applicable provisions of the  
 11 COUNTY's ~~Behavioral Health Policies and Procedures~~ BHS and P&P Manual.

12 2. CONTRACTOR shall agree to adopt and comply with the written Quality Management  
 13 Plan and procedures provided by ADMINISTRATOR which describe the requirements for utilization  
 14 review, ~~quality improvement committee~~ QIC, and medication monitoring. This plan will specify the  
 15 systematic approach for the evaluation of the quality of care which is designed to promote and maintain  
 16 efficient, effective, and appropriate mental health services to the persons receiving services pursuant to  
 17 the ~~is~~ Agreement.

18 3. CONTRACTOR shall maintain on file at the facility records of all Utilization Review and  
 19 Medication Records Review processes. CONTRACTOR shall also submit to ~~COUNTY's Quality~~  
 20 ~~Review and Training Unit~~, COUNTY copies of Utilization Review and Medication Records Review  
 21 records. Such records shall also be subject to regular review by ADMINISTRATOR in the manner  
 22 specified in the Quality Management Plan.

23 4. CONTRACTOR shall participate in COUNTY's Regional ~~Quality Improvement~~  
 24 ~~Committee~~ QIC.

25 5. CONTRACTOR will allow ADMINISTRATOR to attend meetings of the utilization  
 26 review and medication monitoring committees.

27 6. COUNTY shall periodically review the quantity and quality of services provided pursuant  
 28 to this Agreement. This review will be conducted at CONTRACTOR's facility and will consist of a  
 29 review of medical and other records of clients provided services pursuant to ~~this~~ is Agreement.

30 F. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

31 1. Case conferences, as requested by ~~County staff~~ ADMINISTRATOR to address any aspect of  
 32 clinical care.

33 2. Monthly COUNTY management meetings with ~~AMHS Program staff and~~  
 34 ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or  
 35 is not progressing satisfactorily in achieving all the terms of ~~this~~ is Agreement, and if not, what steps will  
 36 be taken to achieve satisfactory progress, compliance with ~~policies and procedures~~ P&P's, review of  
 37 statistics and clinical services;

1 3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY  
2 administrative staff.

3 G. CONTRACTOR shall ~~not engage in, or permit any of its employees or subcontractors, to~~  
4 ~~conduct research activity on COUNTY clients without obtaining prior written authorization from~~  
5 ~~ADMINISTRATOR.~~

6 ~~H. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and~~  
7 ~~local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed~~  
8 ~~within the appropriate timelines.~~

9 ~~I. CONTRACTOR shall~~ develop all requested and required program specific ~~policies and~~  
10 ~~procedures~~ P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training  
11 staff on said ~~policies and procedures~~ P&Ps and prior to accepting any client admissions to the program.  
12 All ~~policies and procedures~~ P&Ps and program guidelines will be reviewed bi-annually at a minimum for  
13 updates. Policies will include but not be limited to the following:

- 14 1. Admission Criteria and Admission Procedure
- 15 2. Assessments and Individual Service Plans
- 16 3. Crisis Intervention/Evaluation for Involuntary Holds
- 17 4. Handling Non-Compliant Clients/Unplanned Discharges
- 18 5. Medication Management and Medication Monitoring
- 19 6. Community Integration/Case Management/Discharge Planning
- 20 7. Documentation Standards
- 21 8. Quality Management/Performance Outcomes
- 22 9. Personnel/In-service Training
- 23 10. Unusual Occurrence Reporting
- 24 11. Code of Conduct/Compliance/HIPAA standards and Compliance
- 25 12. Mandated Reporting

26 ~~J.~~ H. CONTRACTOR shall provide initial and on-going training and staff development that includes  
27 but is not limited to the following:

- 28 1. Orientation to the program's goals, ~~policies and procedures~~ P&Ps
- 29 2. Training on subjects as required by state regulations
- 30 3. Recovery philosophy and client empowerment
- 31 4. Crisis intervention and de-escalation
- 32 5. Substance abuse and dependence
- 33 6. Motivational interviewing

34 ~~K.~~ I. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve performance  
35 objectives, tracking and reporting statistics in monthly programmatic reports, as appropriate.  
36 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the  
37

1 objective, and, therefore, revisions may be implemented by mutual agreement between CONTRACTOR  
2 and ADMINISTRATOR.

3 1. Objective 1: CONTRACTOR shall complete one hundred percent (100%) of State-  
4 mandated Performance Outcome Measures for all clients during the designated period, two (2) times per  
5 year.

6 2. Objective 2: CONTRACTOR shall maintain stability and improve the mental health  
7 functioning of clients referred to them for mental health services, as evidenced by movement to a lower  
8 level of care. CONTRACTOR will utilize the MORs level of care system to identify consumer's  
9 functioning level and service level.

10 3. Objective 3: CONTRACTOR shall keep the client hospitalization rate at an average  
11 monthly rate of under one percent (1%).

12 4. Objective 4: CONTRACTOR shall focus on assisting those clients who are eligible to do  
13 so to return to gainful full or part-time employment, demonstrating a one percent (1%) increase per  
14 month in the number of clients employed.

15 ~~EJ.~~ J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
16 ~~subparagraph IV. above~~ the Services Paragraph of this Exhibit B to the Agreement.

17 //

## 18 V. STAFFING

19 ~~— A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns,  
20 and members of the Board of Directors which will include, but not be limited to, standards related to the  
21 use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and  
22 conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the  
23 Board of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set  
24 forth in the Code of Conduct.~~

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

32 ~~C.~~ B. CONTRACTOR shall make its best effort to provide services pursuant to this Agreement in a  
33 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
34 shall maintain documents of such efforts which may include; but not be limited to: records of  
35 participation in COUNTY-sponsored or other applicable training; recruitment and hiring ~~polices and~~  
36 ~~procedures~~ P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions  
37

1 of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically  
2 challenged.

3 ~~DC~~. CONTRACTOR shall employ appropriately trained peer counselors to run groups and  
4 encourage the clients toward Recovery by providing information, encouragement, and by being a leading  
5 example. Peer counselors will meet established criteria for recovery services, as well as possess training  
6 and experience with mental illness. A Psychiatrist or ~~Nurse Practitioner~~ NP will provide medication  
7 management services at each location. An RN or LPT shall be available to conduct wellness  
8 assessments and groups. Coordination with physical health care shall be provided. A mental health  
9 professional shall be available to provide episodic mental health therapy or rehabilitative services and to  
10 provide case management, as needed.

11 ~~ED~~. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of  
12 any staffing vacancies or filling of vacant positions that occur during the term of ~~this~~ Agreement.

13 ~~FE~~. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in  
14 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or  
15 external temporary staffing assignment requests that occur during the term of ~~this agreement~~ the  
16 Agreement.

17 ~~F—G. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing,~~  
18 ~~to adjust the staffing requirements described in this paragraph.~~

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

<del>PROGRAM</del>	<del>FTEs</del>
<del>—Regional Director</del>	<del>«XBP_REGDIR»</del>
<del>—Administrative Assistant</del>	<del>«XBP_ADMAST»</del>
<del>—Billing Administrator</del>	<del>«XBP_BILLAD»</del>
<del>—QI/QA Director</del>	<del>«XBP_QIDIR»</del>
<del>—PI/PA Administrator</del>	<del>«XBP_PIADM»</del>
<del>—Clerk</del>	<del>«XBP_CLERK»</del>
<del>—Program Director</del>	<del>«XBP_PGMDIR»</del>
<del>—Clinical Supervisor</del>	<del>«XBP_CLSUPV»</del>
<del>—Clinical Team Leader</del>	<del>«XBP_CL_TLDR»</del>
<del>—Licensed Clinician</del>	<del>«XBP_LIC_CL»</del>
<del>—Pre-licensed Clinician</del>	<del>«XBP_PLCLIN»</del>
<del>—Rehabilitation Specialist</del>	<del>«XBP_REHAB_SP»</del>
<del>—Rehabilitation Worker</del>	<del>«XBP_REHABWKR»</del>
<del>—Socialization Center Coordinator</del>	<del>«XBP_SOC_CTR_COOR»</del>

1		D»
2	<del>Psychiatrist</del>	<del>«XBP_PSYCH»</del>
3	<del>Nurse Practitioner</del>	<del>«XBP_NP»</del>
4	<del>Registered Nurse</del>	<del>«XBP_RN»</del>
5	<del>Licensed Psychiatric Technician</del>	<del>«XBP_LPSYCH_TECH»</del>
6	<del>Driver</del>	<del>«XBP_DRIVER»</del>
7	<del>SUBTOTAL PROGRAM</del>	<del>«XBP_SUBTTL»</del>
8	<u>PROGRAM</u>	<u>FTEs</u>
9	Regional Director	«XBP_RDIR 1»
10	Administrative Assistant	«XBP_ADMASST 1»
11	Billing Administrator	«XBP_BILLAD 1»
12	QI/QA Director	«XBP_QIDIR 1»
13	PI/PA Administrator	«XBP_PIADM 1»
14	Clerk	«XBP_CLERK 1»
15	Program Director	«XBP_PDIR 1»
16	Clinical Supervisor	«XBP_CLSPV 1»
17	Clinical Team Leader	«XBP_CTL 1»
18	Licensed Clinician	«XBP_LC 1»
19	Pre-licensed Clinician	«XBP_PLC 1»
20	Rehabilitation Specialist	«XBP_RH_SP 1»
21	Rehabilitation Worker	«XBP_RHWKR 2»
22	Socialization Center Coordinator	«XBP_SC_COORD 1»
23	Psychiatrist	«XBP_PSY 1»
24	Nurse Practitioner	«XBP_NP 1»
25	Registered Nurse	«XBP_RN 1»
26	Licensed Psychiatric Technician	«XBP_LPTECH 1»
27	Driver	«XBP_DVR 1»
28	<u>SUBTOTAL PROGRAM</u>	<u>«XBP_SUBTTL 1»</u>
29		
30	SUBCONTRACTOR	
31	Nurse Practitioner	«XBSUBK_NP 1»
32		<del>«XBSUBK_NP»</del>
33	Psychiatrist	«XBSUBK_PSYCH 1»
34		<del>«XBSUBK_PSYCH»</del>
35	<u>SUBTOTAL SUBCONTRACTOR</u>	<u>«XBSUBK_SUBTTL 1»</u>
36		<del>«XBSUBK_SUBTTL»</del>
37		

1 TOTAL FTEs

«XB\_TTL\_FTE 1»

2 «XB\_TTL\_FTE»

3  
4 **IG.** WORKLOAD STANDARDS

5 1. CONTRACTOR shall provide an average of one hundred (100) ~~Direct Service Hours~~  
6 (~~DSHs~~) DSH per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician  
7 time which shall include Mental Health, Case Management, Crisis Intervention, and Medication  
8 Management Services. One (1) DSH shall be equal to one (1) hour. CONTRACTOR understands and  
9 agrees that this is a minimum standard and shall make every effort to exceed this minimum.

10 2. CONTRACTOR shall, during the term of this Agreement, provide a minimum of  
11 «XB\_DSH\_SP» («XB\_DSH\_SYM») ~~direct service hours~~ DSH for client related services, with a  
12 minimum of «XB\_MSS\_SP» («XB\_MSS\_SYM») hours of medication support services and  
13 «XB\_OMH\_SP» («XB\_OMH\_SYM») hours of other mental health, case management and/or crisis  
14 intervention services.

15 ~~3. CONTRACTOR shall complete the admission of unduplicated clients referred by the~~  
16 ~~COUNTY, of which not more than twenty percent (20%) shall be admitted by student interns or other~~  
17 ~~non-paid staff. For the purpose of this Agreement, admission means documentation, by~~  
18 ~~CONTRACTOR, of completion of the entry and evaluation documents of the COUNTY's Integrated~~  
19 ~~Records Information System, hereinafter referred to as "IRIS."~~

20 ~~J. CONTRACTOR may augment the above~~ H. CONTRACTOR may augment paid staff  
21 with volunteers or interns upon written approval of ADMINISTRATOR.

22 1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each  
23 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of  
24 treatment for student interns providing substance abuse services. Supervision will be in accordance to  
25 that set by the ~~Board of Behavioral Science~~ BBS. CONTRACTOR shall provide supervision to  
26 volunteers as specified in the respective job descriptions or work contracts.

27 2. An intern is an individual enrolled in an accredited graduate program accumulating  
28 clinically supervised work experience hours as part of field work, internship, or practicum requirements.  
29 Acceptable graduate programs include all programs that assist the student in meeting the educational  
30 requirements in becoming a ~~Marriage and Family Therapist~~ MFT, a ~~Licensed Clinical Social~~  
31 ~~Worker~~ LCSW, or a licensed Clinical Psychologist.

32 3. ~~Student~~ Volunteer and student intern services shall not comprise more than twenty percent  
33 (20%) of total services provided.

34 **KI.** CONTRACTOR shall maintain personnel files for each staff member, including ~~the Regional~~  
35 ~~Director~~ management and other administrative positions, which will include, but not be limited to, an  
36 application for employment, qualifications for the position, documentation of bicultural/bilingual  
37 capabilities (if applicable), pay rate and evaluations justifying pay increases.



1 ~~LJ~~. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
 2 ~~subparagraph V. above~~ the Staffing Paragraph of this Exhibit B to the Agreement.

3 #

#### 4 **VI. REPORTS**

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

#### 8 B. FISCAL

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

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

24 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
 25 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a  
 26 minimum, report the actual FTEs of the positions stipulated in the Staffing ~~subp~~Paragraph of this  
 27 Exhibit B to the Agreement and will include the employees' names, licensure status, monthly salary, hire  
 28 and/or termination date and any other pertinent information as may be required by ADMINISTRATOR.  
 29 The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following  
 30 the end of the month being reported.

#### 31 D. PROGRAMMATIC

32 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated  
 33 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by  
 34 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter  
 35 being reported unless otherwise specified. Mental Health Programmatic reports will include the  
 36 following:

- 37 a. A description of CONTRACTOR's progress in implementing the provisions of this

1 Agreement,

2 b. Report of placement and movement of clients along the continuum of services using  
3 guidelines for monthly report of the number of 5150 participants,

4 c. Voluntary and involuntary hospitalizations and special incidences,

5 d. Vocational programs, educational programs, including new job placements, clients in  
6 continuing employment.

7 e. Reporting of the numbers of clients based upon their level of function in the MORs  
8 Level system,

9 f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to  
10 any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in  
11 population served and reasons for any such changes.

12 g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in  
13 achieving all the terms of this Agreement, and if not, shall specify what steps will be taken to achieve  
14 satisfactory progress.

15 2. CONTRACTOR shall document all adverse incidents affecting the physical and/or  
16 emotional welfare of clients, including but not limited to serious physical harm to self or others, serious  
17 destruction of property, developments, etc., and which may raise liability issues with COUNTY.  
18 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse  
19 incident.

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

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

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

## 30 VII. RESPONSIBILITIES

31 ~~CONTRACTOR and ADMINISTRATOR RESPONSIBILITIES~~

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

35 B. CONTRACTOR shall ensure that all staff complete the ~~County’s~~ COUNTY’S Annual Provider  
36 Training and Annual Compliance Training.

37 C. COUNTY shall provide, or cause to be provided, training and ongoing consultation to

1 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ~~Health Care Agency~~  
 2 ~~(HCA)~~ADMINISTRATOR Standards of Care practices, ~~policies and procedures~~P&P's, documentation  
 3 standards and any state regulatory requirements.

4 D. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of  
 5 Tokens 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. Each staff member who no longer supports ~~this~~ Agreement;
- 15 b. Each staff member who no longer requires access to ~~the HCA~~ IRIS;
- 16 c. Each staff member who leaves employment of CONTRACTOR; or
- 17 d. Token is malfunctioning;
- 18 e. Termination of this Agreement.

19 //

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

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

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

27 F. CONTRACTOR will be responsible for ensuring monthly evaluation of members using the  
 28 ~~Milestones of Recovery Scale (MORS)~~MORS.

29 G. CONTRACTOR shall obtain a ~~National Provider Identifier (NPI)~~ - The standard unique health  
 30 identifier adopted by the Secretary of ~~Health and Human Services~~HHS under ~~Health Insurance~~  
 31 ~~Portability and Accountability Act (HIPAA)~~ of 1996 for health care providers.

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

34 2. CONTRACTOR, including each employee that provides services under ~~the~~ Agreement,  
 35 will obtain a NPI upon commencement of ~~the~~ Agreement or prior to providing services under ~~the~~  
 36 Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by  
 37 ADMINISTRATOR, all NPI as soon as they are available.

1 H. CONTRACTOR shall provide the ~~Notice of Privacy Practices (NPP)~~ for the ~~County of~~  
 2 ~~Orange~~COUNTY, as the ~~Mental Health Plan~~MHP, at the time of the first service provided under the~~is~~  
 3 Agreement to individuals who are covered by Medi-Cal and have not previously received services at a  
 4 ~~County~~COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the  
 5 ~~County of Orange~~COUNTY, as the ~~Mental Health Plan~~MHP, to any individual who received services  
 6 under the~~is~~ Agreement.

7 I. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
 8 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the  
 9 terms of the~~is~~ Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not  
 10 be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
 11 institution, or religious belief.

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

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

19 2. Maximize the use of the allocated funds;

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

21 4. Maintain appropriate staffing levels;

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

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

24 7. Track and report expenditures electronically;

25 8. Maintain electronic and telephone communication between key staff and ~~the Contract and~~  
 26 ~~Program Administrators~~ADMINISTRATOR; and

27 9. Act quickly to identify and solve problems.

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

29 K. ~~COUNTY~~ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's  
 30 program to ensure compliance with workload standards and productivity.

31 L. ~~COUNTY~~ADMINISTRATOR shall review client charts to assist CONTRACTOR in ensuring  
 32 compliance with ~~HCA policies and procedures~~ADMINISTRATOR P&Ps and Medi-Cal documentation  
 33 requirements.

34 M. ~~COUNTY~~ADMINISTRATOR shall review and approve all admissions, discharges from the  
 35 program and extended stays in the program.

36 N. ~~COUNTY~~ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action  
 37 plans.

1 O. COUNTY ADMINISTRATOR shall monitor CONTRACTOR's compliance with COUNTY  
2 Policies and Procedures P&Ps.

3 P. COUNTY ADMINISTRATOR shall provide a written copy of all assessments completed on  
4 clients referred for admission.

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

8 R. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and  
9 local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed  
10 within the appropriate timelines.

11 ~~Q~~ S. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or  
12 issues that adversely affect the quality or accessibility of client-related services provided by, or under  
13 contract with, the COUNTY as identified in the HCA P&Ps.

14 T. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
15 subparagraph VII. above the Responsibilities Paragraph of this Exhibit B to the Agreement.

16 //  
17 //  
18 //  
19 //

EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
ADULT MENTAL HEALTH SERVICES  
WITH  
«UC\_PROV»  
JULY 1, 2012<sup>1</sup> THROUGH JUNE 30, 2014<sup>2</sup>

**SOCIAL SECURITY INCOME OUTREACH SERVICE**

**OLDER ADULT SERVICES**

**I. DEFINITIONS**

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

A. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into ~~the COUNTY's Integrated Records Information System (IRIS)~~ IRIS and documentation that the clients are receiving services at a level and frequency and duration that is consistent with each client's level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

B. ~~B~~ ADL means diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

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

~~C~~ D. Advisory Board means a client-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the Wellness Center's rules of conduct.

E. Benefits Specialist means a specialized position that would primarily be responsible for coordinating client applications and appeals for State and Federal benefits.

~~DF~~ Best Practices means a term that is often used inter-changeably with "evidence-based practice" and is best defined as an "umbrella" term for three levels of practice, measured in relation to recovery-consistent mental health practices where the recovery process is supported with scientific intervention that best meets the needs of the consumer at this time.

1. ~~Evidence-Based Practices (EBP)~~ means the interventions utilized for which there is consistent scientific evidence showing they improved client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is

1 recognized in scientific journals by one or more published articles; it has been documented and put into  
2 manual forms; it produces specific outcomes when adhering to the Fidelity of the model.

3 2. Promising Practices means that experts believe the practices is likely to be raised to the next  
4 level when scientific studies can be conducted and is supported by some body of evidence, (evaluation  
5 studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of  
6 advocacy organizations and finally, produces specific outcomes.

7 3. Emerging Practices means that the practice(s) seems like a logical approach to addressing a  
8 specific behavior which is becoming distinct, recognizable among consumers and clinicians in practice,  
9 or innovators in academia or policy makers; and at least one recognized expert, group of researchers or  
10 other credible individuals have endorsed the practice as worthy of attention based on outcomes; and  
11 finally, it produces specific outcomes.

12 ~~E. CAMINAR~~ G. Data Collection System means software designed for collection, tracking and  
13 reporting outcomes data for clients enrolled in the ~~Full Service Partnerships~~ FSP Programs.

14 1. 3 M's means the Quarterly Assessment Form that is completed for each client every three  
15 months in the ~~CAMINAR~~ approved data collection system.

16 2. Data Mining and Analysis Specialist means a person who is responsible for ensuring the  
17 program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working  
18 on strategies for gathering new data from the consumers' perspective which will improve understanding  
19 of clients' needs and desires towards furthering their recovery. This individual will provide feedback to  
20 the program and work collaboratively with the employment specialist, education specialist, benefits  
21 specialist, and other staff in the program in strategizing improved outcomes in these areas. This position  
22 will be responsible for attending all data and outcome related meetings and ensuring that program is  
23 being proactive in all data collection requirements and changes at the local and state level.

24 3. Data Certification means the process of reviewing State and ~~County~~ COUNTY mandated  
25 outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the  
26 data is accurate.

27 4. ~~Key Events Tracking (KET)~~ means the tracking of a client's movement or changes in the  
28 ~~CAMINAR~~ approved data collection system. A KET must be completed and entered accurately each  
29 time the Agency is reporting a change from previous client status in certain categories. These categories  
30 include: residential status, employment status, education and benefits establishment.

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

34 ~~FH~~ Care Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention and  
35 case management services to those clients who seek services in the ~~County~~ COUNTY operated  
36 outpatient programs.

1 GI. Case Management Linkage Brokerage means a process of identification, assessment of need,  
2 planning, coordination and linking, monitoring and continuous evaluation of clients and of available  
3 resources and advocacy through a process of casework activities in order to achieve the best possible  
4 resolution to individual needs in the most effective way possible. This includes supportive assistance to  
5 the client in the assessment, determination of need and securing of adequate and appropriate living  
6 arrangements.

7 ~~H. Centralized Assessment Team (CAT) means a team of clinicians who provide mobile response,~~  
8 ~~including mental health evaluations/assessment, for those experiencing a mental health crisis, on a~~  
9 ~~twenty four hours per day, seven days per week basis. Their primary goal is to provide diversion away~~  
10 ~~from hospitalization as well as providing referrals and follow up to assist linkage to mental health~~  
11 ~~services.~~

12 ~~I~~ J. CAT means a team of clinicians who provide mobile response, including mental health  
13 evaluations/assessment, for those experiencing a mental health crisis, on a twenty-four hours per day,  
14 seven days per week basis. Their primary goal is to provide diversion away from hospitalization as well  
15 as providing referrals and follow-up to assist linkage to mental health services.

16 K. Certified Reviewer means an individual that obtains certification by completing all requirements  
17 set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet.

18 HL. Client or Consumer means an individual, referred by COUNTY or enrolled in  
19 CONTRACTOR's program for services under this Agreement, who experiences chronic mental illness.

20 KM. Clinical Director means an individual who meets the minimum requirements set forth in  
21 Title 9, ~~California Code of Regulations~~ CCR, and has at least two (2) years of full-time professional  
22 experience working in a mental health setting.

23 ~~L. Clinical Social Worker~~ N. CSW means an individual who meets the minimum professional  
24 and licensure requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section 625, and  
25 has two (2) years of post-master's clinical experience in a mental health setting.

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

31 ~~N. Direct Service Hours (P. DSH)~~ means a measure in minutes that a clinician spends  
32 providing client services. DSH credit is obtained for providing mental health, case management,  
33 medication support and a crisis intervention service to any client open in ~~the~~ IRIS which includes both  
34 billable and non-billable services.

35 OQ. Engagement means the process by which a trusting relationship between worker and  
36 client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of  
37 client(s) is the objective of a successful outreach.



1 ~~PR.~~ Face-to-Face means an encounter between client and provider where they are both physically  
2 present.

3 ~~Q. Full Service Partnership (S. FSP)~~

4 1. A ~~Full Service Partnership~~ FSP means a type of program described by the State in the  
5 requirements for the COUNTY plan for use of MHSA funds and which includes clients being a full  
6 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and  
7 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams  
8 will be established including the client, psychiatrist, and ~~Personal Services Coordinator (PSC)~~ PSC.  
9 Whenever possible, these multidisciplinary teams will include a mental health nurse, marriage and  
10 family therapist, clinical social worker, peer specialist, and family members. The ideal client to staff  
11 ratio will be in the range of fifteen (15) to twenty ~~(15—20)~~ to one (1), ensuring relationship building and  
12 intense service delivery. Services will include, but not be limited to, the following:

- 13 a. Crisis management;
- 14 b. Housing Services;
- 15 c. Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- 16 d. Community-based Wraparound Recovery Services;
- 17 e. Vocational and Educational services;
- 18 f. Job Coaching/Developing;
- 19 g. Consumer employment;
- 20 h. Money management/Representative Payee support;
- 21 i. Flexible Fund account for immediate needs;
- 22 j. Transportation;
- 23 k. Illness education and self-management;
- 24 l. Medication Support;
- 25 m. Dual Diagnosis Services;
- 26 n. Linkage to financial benefits/entitlements;
- 27 o. Family and Peer Support; and
- 28 p. Supportive socialization and meaningful community roles.

29 2. Client services are focused on recovery and harm reduction to encourage the highest level  
30 of client empowerment and independence achievable. ~~PSC~~'s will meet with the consumer in their  
31 current community setting and will develop a supportive relationship with the individual served.  
32 Substance abuse treatment will be integrated into services and provided by the client's team to  
33 individuals with a co-occurring disorder.

34 3. The ~~Full Service Partnership~~ FSP shall offer "whatever it takes" to engage seriously  
35 mentally ill adults, including those who are dually diagnosed, in a partnership to achieve the individual's  
36 wellness and recovery goals. Services shall be non-coercive and focused on engaging people in the  
37 field. The goal of ~~Full Service Partnership~~ FSP Programs is to assist the consumer's progress through

1 pre-determined quality of life outcome domains (housing, decreased jail, decreased hospitalization,  
2 increased education involvement, increased employment opportunities and retention, linkage to medical  
3 providers, etc.) and become more independent and self-sufficient as consumers move through the  
4 continuum of recovery and evidence by progressing to lower level of care or out of the “intensive case  
5 management need” category.

6 ~~RT.~~ Housing Specialist means a specialized position dedicated to developing the full array of  
7 housing options for their program and monitoring their suitability for the population served in  
8 accordance with the minimal housing standards policy set by the ~~County of Orange~~ COUNTY for their  
9 program. This individual is also responsible for assisting consumers with applications to low income  
10 housing, housing subsidies, senior housing, etc.

11 ~~SU.~~ Individual Services and Support Funds (- Flexible Funds) means funds intended for use to  
12 provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment  
13 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as  
14 housing, client transportation, food, clothing, medical and miscellaneous expenditures that are  
15 individualized and appropriate to support client’s mental health treatment activities.

16 ~~T~~ V. Intake means the initial meeting between a client and CONTRACTOR’s staff and includes  
17 an evaluation to determine if the client meets program criteria and is willing to seek services.

18 ~~U.~~ ~~Integrated Records Information System~~ W. Intern means an individual enrolled in an accredited  
19 graduate program accumulating clinically supervised work experience hours as part of field work,  
20 internship, or practicum requirements. Acceptable graduate programs include all programs that assist  
21 the student in meeting the educational requirements in becoming a MFT, a LCSW, or a licensed Clinical  
22 Psychologist.

23 ~~X.~~ IRIS means a collection of applications and databases that serve the needs of programs within  
24 ~~the County of Orange Health Care Agency~~ COUNTY and includes functionality such as registration and  
25 scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory  
26 requirements, electronic medical records and other relevant applications.

27 ~~VY.~~ Job Coach/Developer means a specialized position dedicated to cultivating and nurturing  
28 employment opportunities for the clients and matching the job to the client’s strengths, abilities, desires,  
29 and goals. This position will also integrate knowledge about career development and job preparation to  
30 ensure successful job retention and satisfaction of both employer and employee.

31 ~~W.~~ ~~Marriage and Family Therapist~~ Z. MFT means an individual who meets the minimum  
32 professional and licensure requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section  
33 625.

34 ~~XAA.~~ Medical Necessity means the requirements as defined in the ~~Orange County Mental Health~~  
35 ~~Plan (MHP)~~ COUNTY Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services  
36 that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

1 ~~Y~~AB. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree  
2 and four years of experience in a mental health setting as a specialist in the fields of physical restoration,  
3 social adjustment and/or vocational adjustment.

4 ~~Z~~AC. Mental Health Services means interventions designed to provide the maximum reduction of  
5 mental disability and restoration or maintenance of functioning consistent with the requirements for  
6 learning, development and enhanced self-sufficiency. Services shall include:

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

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

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

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

17 ~~5. Medication Support Services means those services provided by a licensed physician,  
18 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing  
19 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the  
20 symptoms of mental illness.~~

21 5. DD Integrated Treatment Model means that the program  
22 uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers  
23 interactions between mental illness and substance abuse and has gradual expectations of abstinence.  
24 Mental illness and substance abuse research has strongly indicated that to recover fully, a consumer with  
25 co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other  
26 will go away. Dual diagnosis services integrate assistance for each condition, helping people recover  
27 from both in one setting at the same time.

28 6. Medication Support Services means those services provided by a licensed physician,  
29 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing  
30 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the  
31 symptoms of mental illness. These services also include evaluation and documentation of the clinical  
32 justification and effectiveness for use of the medication, dosage, side effects, compliance and response  
33 to medication, as well as obtaining informed consent, providing medication education and plan  
34 development related to the delivery of the service and/or assessment of the beneficiary.

35 6.7. Rehabilitation Service means an activity which includes assistance in improving,  
36 maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and  
37 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or  
medication education.

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

6 89. Therapy means a service activity which is a therapeutic intervention that focuses primarily  
 7 on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an  
 8 individual or group of beneficiaries which may include family therapy in which the beneficiary is  
 9 present.

10 ~~AA. Mental Health Services Act (MHSA)~~ AD. MHSA means the law that provides funding for  
 11 expanded community mental health services. It is also known as "Proposition 63."

12 ~~ABAE. Mental Health Worker~~ means an individual who has obtained a Bachelor's degree in a  
 13 mental health field or has a high school diploma and two (2) years of experience delivering services in a  
 14 mental health field.

15 ~~AC. Milestones of Recovery Scale (AF. MORS)~~ is a recovery scale that ~~Orange County~~ COUNTY  
 16 will be using for the Adult mental health programs in ~~Orange County~~ COUNTY. The scale will provide  
 17 the means of assigning consumers to their appropriate level of care and replace the diagnostic and acuity  
 18 of illness-based tools being used today. MORS is ideally suited to serve as a recovery-based tool for  
 19 identifying the level of service needed by participating members. The scale will be used to create a map  
 20 of the system by determining which milestone(s) or level of recovery (based on the MORS) are the  
 21 target groups for different programs across the continuum of programs and services offered by ~~Orange~~  
 22 ~~County Behavioral Health~~ ADMINISTRATOR.

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

28 ~~AE. Notice of Action (AH. NOA-A)~~ means a Medi-Cal requirement that informs the  
 29 beneficiary that he/she is not entitled to any specialty mental health service. The ~~County of~~  
 30 ~~Orange~~ COUNTY has expanded the requirement for an NOA-A to all individuals requesting an  
 31 assessment for services and found not to meet the medical necessity criteria for specialty mental health  
 32 services.

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

36 AJ. Outreach means the outreach to potential clients to link them to appropriate mental health  
 37 services and may include activities that involve educating the community about the services offered and

1 requirements for participation in the programs. ~~AG. Outreach means the outreach to potential~~  
 2 ~~clients to link them to appropriate mental health services and may include activities that involve~~  
 3 ~~educating the community about the services offered and requirements for participation in the programs.~~

4 Such activities should result in the CONTRACTOR developing their own client referral sources for the  
 5 programs they offer.

6 ~~AHAK.~~ Peer Recovery Specialist/Counselor means an individual who has been through the same or  
 7 similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid  
 8 for this function—by the program. A peer recovery specialist practice is informed by his/her own  
 9 experience.

10 ~~AI. Personal Services Coordinator (PSC)~~ AL. PSC means an individual who will be part of a  
 11 multi-disciplinary team that will provide community based mental health services to adults that are  
 12 struggling with persistent and severe mental illness as well as homelessness, rehabilitation and recovery  
 13 principles. The PSC is responsible for clinical care and case management of assigned client and families  
 14 in a community, home, or program setting. This includes assisting clients with mental health, housing,  
 15 vocational and educational needs. The position is also responsible for administrative and clinical  
 16 documentation as well as participating in trainings and team meetings. The PSC shall be active in  
 17 supporting and implementing the program's philosophy and its individualized, strength-based,  
 18 culturally/linguistically competent and client-centered approach.

19 ~~AJAM.~~ PBM means the Company that manages the medication benefits that are given to BHS &  
 20 MIHS clients that qualify for medication benefits.

21 AN. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical  
 22 Psychology and is registered with the Board of Psychology as a registered Psychology Intern or  
 23 Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and  
 24 Institutions Code section 575.2. The waiver may not exceed five (5) years.

25 ~~AKAO.~~ Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social  
 26 Work or Marriage and Family Therapy and is registered with the ~~Board of Behavioral Sciences (BBS)~~ as  
 27 an Associate Clinical Social Worker or MFT Intern acquiring hours for licensing. An individual's  
 28 registration is subject to regulations adopted by the BBS.

29 ~~ALAP.~~ Program Director means an individual who has complete responsibility for the day to day  
 30 function of the program. The Program Director is the highest level of decision making at a local,  
 31 program level.

32 ~~AMAQ.~~ Promotora de Salud Model means a model where trained individuals, Promotores, work  
 33 towards improving the health of their communities by linking their neighbors to health care and social  
 34 services, educating their peers about mental illness, disease and injury prevention.

35 ~~ANAR.~~ Promotores means individuals who are members of the community who function as natural  
 36 helpers to address some of their communities' unmet mental health, health and human service needs.  
 37 They are individuals who represent the ethnic, socio-economic and educational traits of the population

1 he/she serves. Promotores are respected and recognized by their peers and have the pulse of the  
2 community's needs.

3 ~~AO. Protected Health Information (PHI) means individually identifiable health information usually~~  
4 ~~transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity~~  
5 ~~such as a health plan, transmitted or maintained in any other medium. It is created or received by a~~  
6 ~~covered entity and relates to the past, present, or future physical or mental health or condition of an~~  
7 ~~individual, provision of health care to an individual, or the past, present, or future payment for health~~  
8 ~~care provided to an individual.~~

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

14 ~~AT. Psychiatrist~~ means an individual who meets the minimum professional and licensure  
15 requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section 623.

16 ~~AQAU. Psychologist~~ means an individual who meets the minimum professional and licensure  
17 requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section 624.

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

23 ~~AS. Recovery is "a deeply personal, unique process of changing one's attitudes, values, feelings,~~  
24 ~~goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life even with~~  
25 ~~limitations caused by the illness. Recovery involves the development of new meaning and purpose in~~  
26 ~~one's life as one grows beyond the catastrophic effects of mental illness. Ultimately, because recovery is~~  
27 ~~a personal and unique process, everyone with a psychiatric illness develops his or her own definition of~~  
28 ~~recovery. However, certain concepts or factors are common to recovery." (William Anthony,~~  
29 ~~1993).~~

AW. Recovery is "a process of change through which individuals improve their health and  
30 wellness, live a self-directed life, and strive to reach their full potential," and identifies four major  
31 dimensions to support recovery in live:

32 "1. Health: Overcoming or managing one's disease(s) as well as living in a physically and  
33 emotionally healthy way;

34 2. Home: A stable and safe place to live;

35 3. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking,  
36 or creative endeavors, and the independence, income, and resources to participate in society; and

1 4. Community: Relationships and social networks that provide support, friendship, love, and  
 2 hope.”

3 AX. Referral means providing the effective linkage of a client to another service, when indicated;  
 4 with follow-up to be provided within five (5) working days to assure that the client has made contact  
 5 with the referred service.

6 ~~—AT. Referral means providing the effective linkage of a client to another service, when indicated;~~  
 7 ~~with follow up to be provided within five (5) working days to assure that the client has made contact~~  
 8 ~~with the referred service.~~

9 ~~—AU. Pharmacy Benefits Manager means the Pharmaceutical Benefits Management (PBM) Company~~  
 10 ~~that manages the medication benefits that are given to Behavioral Health Services (BHS) & Medical &~~  
 11 ~~Institutional Health Services (MIHS) clients that qualify for medication benefits.~~

12 ~~—AV~~ AY. Supportive Housing Personal Services Coordinator (PSC) means a person who provides  
 13 services in a supportive housing structure. This person will coordinate activities which will include, but  
 14 not be limited to: independent living skills, social activities, supporting communal living, assisting  
 15 residents with conflict resolution, advocacy, and linking clients with the assigned PSC for clinical  
 16 issues. Supportive Housing PSC will consult with the multidisciplinary team of clients assigned by the  
 17 program. The PSC’s will be active in supporting and implementing a full service partnership philosophy  
 18 and its individualized, strengths-based, culturally appropriate, and client-centered approach.

19 ~~—AW~~ AZ. Supervisory Review means ongoing clinical case reviews in accordance with procedures  
 20 developed by County, to determine the appropriateness of diagnosis and treatment and to monitor  
 21 compliance to the minimum ~~Adult Mental Health Services (AMHS)~~ ADMINISTRATOR and Medi-Cal  
 22 charting standards. Supervisory review is conducted by the program/clinic director or designee.

23 ~~AX~~ BA. Token means the security device which allows an individual user to access the ~~Health Care~~  
 24 ~~Agency (HCA)~~ computer based ~~Integrated Records Information System (IRIS).~~

25 ~~AY~~ BB. UMDAP ~~means Universal Method of Determining Ability to Pay (is the method used for~~  
 26 ~~determining the annual client liability for mental health services received from County mental health~~  
 27 ~~systems and is set by the State of California).~~

28 ~~AZ~~ BC. Vocational/Educational Specialist means a person who provides services that range from  
 29 pre-vocational groups, trainings and supports to obtain employment out in the community based on the  
 30 consumers’ level of need and desired support. The Vocational/Educational Specialist will provide “one  
 31 on one” vocational counseling and support to consumers to ensure that their needs and goals are being  
 32 met. The overall focus of Vocational/Educational Specialist is to empower consumers and provide them  
 33 with the knowledge and resources to achieve the highest level of vocational functioning possible.

34 BD. WRAP is a consumer self-help technique for monitoring and responding to symptoms to  
 35 achieve the highest possible levels of wellness, stability, and quality of life.

36 //

37 //

**II. BUDGET**

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

ADMINISTRATIVE COST	PERIOD ONE	PERIOD TWO	TOTAL BUDGET
Salaries	\$«XCA_SAL 1»	«XCA_SAL 2»	«XCA_SAL»
Benefits	«XCA_BEN 1»	«XCA_BEN 2»	«XCA_BEN»
Services and Supplies	«XCA_SS 1»	«XCA_SS 2»	«XCA_SS»
Subcontractors	«XCA_SUBK 1»	«XCA_SUBK 2»	«XCA_SUBK»
Indirect Costs	«XCA_IC 1»	«XCA_IC 2»	«XCA_IC»
SUBTOTAL	\$«XCA_SUBT 1»	«XCA_SUBT 2»	\$«XCA_SUBT»
ADMINISTRATIVE COST			
PROGRAM COST			
Salaries	\$«XCP_SAL 1»	«XCP_SAL 2»	\$«XCP_SAL»
Benefits	«XCP_BEN 1»	«XCP_BEN 2»	«XCP_BEN»
Services and Supplies	«XCP_SS 1»	«XCP_SS 2»	«XCP_SS»
Subcontractor	«XCP_SUBK 1»	«XCP_SUBK 2»	«XCP_SUBK»
SUBTOTAL PROGRAM COST	\$«XCP_SUBT 1»	«XCP_SUBT 2»	\$«XCP_SUBT»
TOTAL COST	\$«XC_TCOST 1»	«XC_TCOST 2»	\$«XC_TCOST»
REVENUE			
County Discretionary	\$«XCR_TSR 1»	«XCR_TSR 2»	\$«XCR_FMC»
<del>Federal Medi-Cal</del>			
<del>MHSA Medi-Cal Match</del>		«XCR_MCM»	
<del>Total Medi-Cal</del>		\$«XCR_TMC»	
<del>Tobacco Settlement Revenue</del>		\$«XCR_TSR»	
TOTAL REVENUE	\$«XCR_TTL 1»	«XCR_TTL 2»	\$«XCR_TTL»
TOTAL BUDGET	\$«XC_TTL_MAXO	«XC_TTL_MAXO	«XC_TTL_MAXO
MAXIMUM OBLIGATION	B 1»	B 2»	B»

~~B. The total Federal and MHSA Medi-Cal Match amount of \$«XCR\_TMC» referenced in~~



1 ~~subparagraph II.A. above, is based on program revenue generated and accounted for in the Fiscal Year~~  
 2 ~~2009-10 Cost Report. Should CONTRACTOR not achieve this specified level of revenue,~~  
 3 ~~CONTRACTOR shall be responsible for any costs that result from the difference between the actual~~  
 4 ~~Medi-Cal revenue generated and the specified level of Medi-Cal required in this Agreement.~~

5 ~~C~~

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

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

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

33 F.E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
 34 ~~subparagraph II. above~~ the Budget Paragraph of this Exhibit C to the Agreement.

### 35 III. PAYMENTS

36 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of  
 37 \$~~«XC\_ARREAR\_MO»~~ «XB\_ARREAR\_MO 1» per month; for Period One and Period Two. All

1 payments are interim payments only and are subject to Final Settlement in accordance with the Cost  
 2 Report ~~p~~Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost  
 3 of providing the services; hereunder provided, however, the total of such payments for Exhibits B and C  
 4 of the Agreement does not exceed ~~COUNTY's Total~~the Aggregate Maximum Obligation for each period  
 5 as noted in the Referenced Contract Provisions of the Agreement and, provided further,  
 6 CONTRACTOR's costs are reimbursable pursuant to ~~County~~COUNTY, State and/or Federal  
 7 regulations. ADMINISTRATOR may, at its discretion, pay supplemental ~~billings~~invoices for any month  
 8 for which the provisional amount specified above has not been fully paid.

9 1. In support of the monthly ~~billing~~invoice, CONTRACTOR shall submit an Expenditure and  
 10 Revenue Report as specified in the Reports ~~p~~Paragraph of this Exhibit C to the Agreement.  
 11 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to  
 12 CONTRACTOR as specified in ~~s~~Subparagraphs A.2. and A.3., below.

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

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

23 B. CONTRACTOR's ~~billing~~invoice shall be on a form approved or supplied by COUNTY and  
 24 provide such information as is required by ADMINISTRATOR. ~~Billings~~Invoices are due the tenth  
 25 (10th) ~~business~~-day of each month~~-and payments~~. Invoices received after the due date may not be paid  
 26 within the same month. Payments to CONTRACTOR should be released by COUNTY no later than  
 27 twenty-one (21) calendar days after receipt of the correctly completed ~~billing form~~invoice.

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

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

33 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
 34 and/or termination of this Agreement, except as may otherwise be provided under C. ~~All billings to~~  
 35 ~~COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not~~  
 36 ~~limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving~~  
 37 ~~records and records of services provided.~~

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

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

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit C to the Agreement.

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

A. FACILITY - CONTRACTOR shall maintain a facilities which meets the minimum requirements for ~~Medi-Cal and Medicare eligibility~~ a professional office environment for the provisions of ~~an Older Adult Outpatient Recovery~~ a SSI Outreach Services Program, for exclusive use by COUNTY at the following locations, or any other location approved, in advance, in writing, by ADMINISTRATOR:

«XD LOC1\_NAME»

«XD LOC1\_ADDR»

«XD LOC1\_CSZ»

//

1. The facility shall:

a. Include a space which can be used for the Social Security Income (SSI) Outreach Team staff to meet with consumers.

b. Have accessible parking for consumers, including spaces for persons with disabilities.

c. Be located in a location that is readily accessible by public transportation and accessible to persons with disabilities.

2. CONTRACTOR shall operate during the hours which are most accessible to consumers, subject to written approval by ADMINISTRATOR.

3. CONTRACTOR

shall maintain a holiday schedule

consistent with COUNTY's

holiday

schedule«XC\_LOC1\_NAME»

«XC\_LOC1\_ADDR»

«XC\_LOC1\_CSZ»

~~1. The facility shall meet the following standards:~~

~~a. Health and Safety Code 1520 et.seq;~~

- ~~b. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.)~~
- ~~c. Maintain Medi-Cal certification.~~
- ~~2. Include a space which can be used for the following services/programs:~~
  - ~~a. Mental Health Services~~
  - ~~b. Crisis Intervention Services~~
  - ~~c. Case Management Services~~
  - ~~d. Medication Support Services~~
  - ~~e. Have at least two (2) or more rooms for client treatment, including at least one (1) group room with a capacity for at least ten (10) people~~
- ~~unless otherwise approved 3. Have accessible parking for consumers, including spaces for persons with disabilities.~~
- ~~4. Be located in a location that is readily accessible by public transportation and accessible to persons with disabilities.~~
- ~~5. Maintain regularly scheduled service hours five days per week. CONTRACTOR shall operate during the hours which are most accessible to consumers, subject to written approval advance by ADMINISTRATOR.~~
- ~~6. Upon COUNTY's re-certification of the provider's existing Medi-Cal sites, the CONTRACTOR shall be responsible for making any necessary changes to meet Medi-Cal site standards.~~
- ~~7. Maintain a holiday schedule consistent with COUNTY's holiday schedule. However, CONTRACTOR is encouraged to provide the aforementioned services on holidays, whenever possible.~~

~~B. INDIVIDUALS TO BE SERVED~~ B. INDIVIDUALS TO BE SERVED

CONTRACTOR shall provide the services hereunder to ~~older~~ adults, age ~~sixty~~ sixtyeighteen (18) and older, ~~or other adults who function at this age level~~ have been referred or approved by ADMINISTRATOR. Services to clients shall be individualized and delivered in the language preferred by the client. CONTRACTOR shall be sensitive to the special needs of clients who are dually diagnosed or older adults (over 60 years of age).

C. SSI OUTREACH SERVICES – CONTRACTOR shall provide SSI outreach assistance and support to mental health consumers by assisting consumers to apply for SSI Benefits and representing consumers in court to appeal denials of benefits. The SSI outreach team will receive client referrals from COUNTY operated and contracted clinic programs, the homeless Multi-Service Center, and designated hospitals. Clients will be assisted with completing the necessary paperwork and compiling supporting documentation. #

- ~~1. Individuals with serious and persistent mental illness who have been referred from COUNTY outpatient clinics.~~
- ~~2. Individuals who are admitted as a result of community outreach shall have a complete assessment and treatment plan within sixty (60) days of admission to the program.~~

~~C. OLDER ADULT PROGRAM SERVICES~~~~1. CONTRACTOR shall provide in-home mental health and psychiatric services to isolated older adults who are unable or unwilling to access traditional services.~~~~a. Services shall include assessment, rehabilitation, recovery services, individual counseling, medication management, crisis intervention, and case management, as appropriate to client needs.~~~~b. Services shall include in-home psychiatric visits to provide prescriptive services to the isolated seniors, when psychiatric services are clinically supported.~~~~c. Services shall be delivered in a manner appropriate to and acceptable to the targeted population.~~

The SSI outreach team will be responsible to be knowledgeable of the current and pending requirements for the SSI application and approval process at all times. In-service educational meetings for COUNTY and contracted program staff will be held to educate them regarding the eligibility requirements and the application process.

D. CLIENT RECORDS ~~COUNTY shall provide to CONTRACTOR client charts in their entirety as created by COUNTY.~~ CONTRACTOR shall maintain adequate records on each individual client which shall include diagnostic studies, records of client interviews, progress notes, and records of service provided by various personnel in sufficient detail to permit an evaluation of services. CONTRACTOR shall use COUNTY charting procedures regarding the use of forms and organization of documentation in the clients' records.

1. COUNTY may provide CONTRACTOR with copies of relevant database information which may include psychiatric and psychosocial histories, community functioning evaluations, coordination plans, service plans, medication records, and progress notes.

2. CONTRACTOR shall retain a complete and true copy of any client record created by CONTRACTOR.

3. CONTRACTOR shall be responsible to respond to any records request pursuant to laws governing these records.

~~E. QUALITY IMPROVEMENT~~~~1. CONTRACTOR shall agree to adopt and comply with all applicable provisions of the COUNTY's Behavioral Health Policies and Procedures Manual.~~~~2. CONTRACTOR shall agree to adopt and comply with the written Quality Management Plan and procedures provided by ADMINISTRATOR which describe the requirements for utilization review, quality improvement committee, and medication monitoring. This plan will specify the systematic approach for the evaluation of the quality of care which is designed to promote and maintain efficient, effective, and appropriate mental health services to the persons receiving services pursuant to this Agreement.~~~~3. CONTRACTOR shall maintain on file at the facility records of all Utilization Review and~~

~~Medication Records Review processes. CONTRACTOR shall also submit to COUNTY's Quality Review and Training Unit, copies of Utilization Review and Medication Records Review records. Such records shall also be subject to regular review by ADMINISTRATOR in the manner specified in the Quality Management Plan.~~

~~4. CONTRACTOR shall participate in COUNTY's Regional Quality Improvement Committee.~~

~~5. CONTRACTOR will allow ADMINISTRATOR to attend meetings of the utilization review and medication monitoring committees.~~

~~6. COUNTY shall periodically review the quantity and quality of services provided pursuant to this Agreement. This review will be conducted at CONTRACTOR's facility and will consist of a review of medical and other records of clients provided services pursuant to this Agreement.~~

~~F. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:~~

~~1. Case conferences, as requested by County staff to address any aspect of clinical care;~~

~~2. Monthly COUNTY management meetings with AMHS Program staff and ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with policies and procedures, review of statistics and clinical services;~~

~~3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.~~

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

~~HE.~~ CONTRACTOR shall conduct Supervisory Reviews at a minimum of ~~twice~~once per ~~week~~month in accordance with procedures developed by COUNTY. CONTRACTOR shall ensure that all ~~chart~~file documentation complies with all federal, state and local guidelines and standards, ~~for a~~Representative Payee. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

~~IF.~~ CONTRACTOR shall develop all requested and required program specific ~~policies and procedures~~P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said ~~policies and procedures and~~P&Ps prior to accepting any client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not limited to the following:

1. SSI Application and Approval Process
2. Quality Management/Performance Outcomes
3. Personnel/In-service Training
4. Code of Conduct/Compliance

1 5. Mandated Reporting

2 ~~policies and procedures and program guidelines will be reviewed bi-annually at a minimum for updates.~~

3 ~~Policies will include but not limited to the following:~~

- 4 ~~1. Admission Criteria and Admission Procedure~~
- 5 ~~2. Assessments and Individual Service Plans~~
- 6 ~~3. Crisis Intervention/Evaluation for Involuntary Holds~~
- 7 ~~4. Handling Non-Compliant Clients/Unplanned Discharges~~
- 8 ~~5. Medication Management and Medication Monitoring~~
- 9 ~~6. Community Integration/Case Management/Discharge Planning~~
- 10 ~~7. Documentation Standards~~
- 11 ~~8. Quality Management/Performance Outcomes~~
- 12 ~~9. Personnel/In-service Training~~
- 13 ~~10. Unusual Occurrence Reporting~~
- 14 ~~11. Code of Conduct/Compliance~~
- 15 ~~12. Mandated Reporting~~

16 ~~J~~ G. CONTRACTOR shall provide initial and on-going training and staff development that  
17 includes but is not limited to the following:

- 18 1. Orientation to the program's goals, ~~policies and procedures~~ P&Ps
- 19 2. Training on subjects as required by state regulations
- 20 3. ~~Recovery philosophy~~ SSI application and ~~client empowerment~~ approval process

21 H. PERFORMANCE OUTCOMES – CONTRACTOR shall be required to achieve workload  
22 standards, tracking and reporting statistics in monthly programmatic reports, as appropriate.  
23 ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the  
24 objective, and, therefore, revisions may be implemented by mutual agreement between CONTRACTOR  
25 and ADMINISTRATOR.

26 Objective 1: CONTRACTOR shall assist consumers in the preparation and submission of SSI  
27 applications for eighty percent (80%) approval rate in achieving entitlement benefits.

- 28 ~~4. Crisis intervention and de-escalation~~
- 29 ~~5. Substance abuse and dependence~~
- 30 ~~6. Motivational interviewing~~

31 ~~K. PERFORMANCE OUTCOMES~~

32 ~~1. CONTRACTOR shall be required to achieve performance objectives, tracking and~~  
33 ~~reporting Performance Outcome Objective statistics in monthly programmatic reports, as appropriate.~~  
34 ~~ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the~~  
35 ~~objective, and, therefore, revisions may be implemented by mutual agreement between CONTRACTOR~~  
36 ~~and ADMINISTRATOR.~~

37 ~~2. CONTRACTOR shall complete one hundred percent (100%) of State-mandated~~

~~Performance Outcome Measures for all clients during the designated period, two (2) times per year.~~

~~—~~ I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify ~~subparagraph IV. above~~ the Services Paragraph of this Exhibit C to the Agreement.

**V. STAFFING**

~~—~~ A. ~~CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns, and members of the Board of Directors which will include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set forth in the Code of Conduct.~~

~~—~~ B. A. 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.

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

~~D.~~ C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of ~~this~~ is Agreement.

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

~~—~~ F. ~~ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to adjust the staffing requirements described in this paragraph.~~

~~—~~ G. ~~CONTRACTOR shall~~ E. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of ~~this~~ is Agreement. One (1) FTE will be equal to an average of forty (40) hours work per week.

PROGRAM

PERIOD ONE

PERIOD TWO



	FTEs	FTEs
<u>Program Director</u> <del>Case Manager</del>	«XCP_PDIR_1»	«XCP_PDIR_2»
	«XCP_CASEMGR»	
<u>SSI Outreach Specialist</u> <del>LVN</del>	«XCP_SSI_OS_1»	«XCP_SSI_OS_2»
	«XCP_LVN»	
<u>Clerical Specialist</u> <del>Psychiatrist</del>	«XCP_CLER_1»	«XCP_CLER_2»
	«XCP_SUBTTL»	
SUBTOTAL PROGRAM	«XCP_SUBTTL_1»	«XCP_SUBTTL_2»
	«XCP_SUBTTL»	
<b>SUBCONTRACTOR</b>		
<del>Psychiatrist</del>	«XCSUBK_PSYCH»	
SUBTOTAL SUBCONTRACTOR	«XCSUBK_SUBTTL»	
TOTAL FTEs	«XC_TTL_FTE_1»	«XC_TTL_FTE_2»
	«XC_TTL_FTE»	

**HF. WORKLOAD STANDARDS**

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

~~2. The CONTRACTOR shall provide an average achieve a minimum of eighty percent (80) DSHs per month per FTE approval rate for a minimum of nine hundred sixty (960) DSHs per year per FTE of direct clinician time which will include mental health, case management, crisis intervention, and medication support SSI outreach services, and are inclusive of both billable and non-billable services.~~

~~3. CONTRACTOR shall maintain a minimum caseload of thirty five (35) unduplicated Clients for Older Adult Services, as specified in the Services Paragraph of this services paragraph.~~

~~4. CONTRACTOR shall complete the admission of unduplicated consumers referred by Exhibit C to the COUNTY, of which not more than twenty percent (20%) shall be admitted by student interns or other non-paid staff. For the purpose of this Agreement, admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents of the COUNTY's Integrated Records Information System, hereinafter referred to as "IRIS." Consumers receiving continuing treatment in two (2) or more fiscal years shall be counted as an admission in each fiscal year. CONTRACTOR shall input all IRIS data for the preceding month by the fifth (5th) calendar day of each month.~~

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

1 ~~1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each~~  
 2 ~~student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of~~  
 3 ~~treatment for student interns providing substance abuse services. Supervision will be in accordance to~~  
 4 ~~that set by the Board of Behavioral Science. CONTRACTOR shall provide supervision to volunteers as~~  
 5 ~~specified in the respective job descriptions or work contracts.~~

6 ~~2. An intern is an individual enrolled in an accredited graduate program accumulating~~  
 7 ~~clinically supervised work experience hours as part of field work, internship, or practicum requirements.~~  
 8 ~~Acceptable graduate programs include all programs that assist the student in meeting the educational~~  
 9 ~~requirements in becoming a Marriage and Family Therapist, a Licensed Clinical Social Worker, or a~~  
 10 ~~licensed Clinical Psychologist.~~

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

13 ~~J. G.~~ CONTRACTOR shall maintain personnel files for each staff member, including ~~the~~  
 14 ~~Executive Director~~ management and other administrative positions, which will include, but not be  
 15 limited to, an application for employment, qualifications for the position, documentation of  
 16 bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

17 ~~K. H.~~ CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
 18 ~~subparagraph V. above~~ the Staffing Paragraph of this Exhibit C to the Agreement.

19 //

## 20 VI. ~~REPORTS~~ REPORTS

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

### 24 B. FISCAL

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

33 2. CONTRACTOR shall submit monthly Year-End Projection Reports to  
 34 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,  
 35 ADMINISTRATOR and will report anticipated year-end actual costs and revenues for  
 36 CONTRACTOR's program described in the Services ~~p~~ Paragraph of this Exhibit C to this Agreement.  
 37 Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and

1 revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with  
2 the Monthly Expenditure and Revenue Reports.

3 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
4 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a  
5 minimum, report the actual FTEs of the positions stipulated in the Staffing ~~subp~~ Paragraph of this  
6 Exhibit C to the Agreement and will include the employees' names, licensure status, monthly salary, hire  
7 and/or termination date and any other pertinent information as may be required by ADMINISTRATOR.  
8 The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following  
9 the end of the month being reported.

10 D. PROGRAMMATIC

11 ~~1. –~~ CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, ~~as indicated~~  
12 ~~below~~, on a form acceptable to or provided by ADMINISTRATOR, which will be received by  
13 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter  
14 being reported unless otherwise specified. Programmatic reports will include the ~~following:~~ Monthly  
15 Services Report in which service and performance measures shall be reported in four (4) categories:  
16 total number of applications submitted, number of applications approved, number of applications  
17 denied, number of applications pending, and program changes. This report shall be submitted as  
18 directed by ADMINISTRATOR by the twelfth (12th) day of the month following the month being  
19 reported.

20 ~~a. MENTAL HEALTH REPORTS – Programmatic reports shall include a description of~~  
21 ~~CONTRACTOR's progress in implementing the provisions of this Agreement using guidelines for~~  
22 ~~monthly reporting of the number of 5150 participants, voluntary and involuntary hospitalizations, special~~  
23 ~~incidences, and chart compliance by percentage of compliance with all Medi-Cal records in addition to~~  
24 ~~any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in~~  
25 ~~population served and reasons for any such changes. CONTRACTOR shall state whether it is or is not~~  
26 ~~progressing satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what~~  
27 ~~steps will be taken to achieve satisfactory progress.~~

28 ~~1) Monthly Contract Report – Count of Admissions, Discharges, End of Month~~  
29 ~~Caseloads, Units of Service, staffing, and program changes. The report shall be submitted as directed by~~  
30 ~~ADMINISTRATOR by the twelfth (12th) of the month following the end of the month being reported.~~

31 ~~2) Monthly Services Report – Service and performance measures in six (6) categories:~~  
32 ~~Admissions, Services, Case Management, Impairments, Discharges, and Outcomes. This report shall be~~  
33 ~~submitted as directed by ADMINISTRATOR by the twelfth (12th) day of the month following the~~  
34 ~~month being reported.~~

35 ~~b. OLDER ADULT SERVICES (OAS) REPORTS – CONTRACTOR shall report the~~  
36 ~~following information in support of OAS services. These reports shall be on a form approved or~~  
37 ~~provided by ADMINISTRATOR.~~

- 1 ~~1) Number of Clients~~  
 2 ~~a) Seen YTD~~  
 3 ~~b) Seen by clinicians~~  
 4 ~~c) Seen by psychiatrist~~  
 5 ~~2) Number of Units of Services provided in each of the following categories:~~  
 6 ~~a) Mental Health Services~~  
 7 ~~b) Medication Support Services~~  
 8 ~~c) Case Management Services~~  
 9 ~~d) Crisis Intervention Services~~

10 ~~3) CONTRACTOR shall request information at intake regarding client's utilization of~~  
 11 ~~services provided by hospitals, emergency departments, paramedics, fire departments and/or law~~  
 12 ~~enforcement agencies during the year prior to intake and include this information in its report to~~  
 13 ~~COUNTY. Clinician reports shall include any services provided by the above sources during the client's~~  
 14 ~~involvement in this program.~~

15 ~~2. CONTRACTOR shall document all adverse incidents affecting the physical and/or~~  
 16 ~~emotional welfare of clients, including but not limited to serious physical harm to self or others, serious~~  
 17 ~~destruction of property, developments, etc., and which may raise liability issues with COUNTY.~~  
 18 ~~CONTRACTOR shall notify COUNTY within twenty four (24) hours of any such serious adverse~~  
 19 ~~incident.~~

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

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

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

## 30 VII. RESPONSIBILITIES

### 31 ~~CONTRACTOR and ADMINISTRATOR~~ RESPONSIBILITIES

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

35 B. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the  
 36 ~~County’s~~ COUNTY’s New Provider Training.

37 C. CONTRACTOR shall ensure that all staff complete the ~~County’s~~ COUNTY’s Annual Provider

1 Training and Annual Compliance Training.

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

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

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

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

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

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

18 a. Token of each staff member who no longer supports ~~this~~ Agreement;

19 b. Token of each staff member who no longer requires access to ~~the HCA~~ IRIS;

20 c. Token of each staff member who leaves employment of CONTRACTOR; or

21 d. Token is malfunctioning;

22 e. Termination of Agreement.

23 5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require  
 24 access to ~~— c. Token of each staff member who leaves employment of CONTRACTOR; or~~

25 ~~— d. Token is malfunctioning;~~

26 ~~— e. Termination of Agreement.~~

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

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

31 F. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All  
 32 statistical data used to monitor CONTRACTOR shall be compiled using only ~~— 6.~~

33 ~~— CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of~~  
 34 ~~negligence.~~

35 ~~— F. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All~~  
 36 ~~statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY~~ IRIS reports, if

37 available, and if applicable.

1 G. CONTRACTOR will be responsible for ensuring monthly evaluation of members using the  
 2 ~~G. CONTRACTOR will be responsible for ensuring monthly evaluation of members using the~~  
 3 ~~Milestones of Recovery Scale (MORS).~~

4 MORS.

5 H. CONTRACTOR shall obtain a ~~National Provider Identifier (NPI)~~ – The standard unique  
 6 health identifier adopted by the Secretary of ~~Health and Human Services HHS~~ under ~~Health Insurance~~  
 7 ~~Portability and Accountability Act (HIPAA)~~ of 1996 for health care providers.

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

11 2. CONTRACTOR, including each employee that provides services under ~~The NPI is assigned~~  
 12 ~~for life.~~

13 ~~2. CONTRACTOR, including each employee that provides services under the~~ is Agreement,  
 14 will obtain a NPI upon commencement of the ~~is~~ Agreement or prior to providing services under the ~~is~~  
 15 Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by  
 16 ADMINISTRATOR, all NPI as soon as they are available.

17 ~~CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by~~  
 18 ~~ADMINISTRATOR, all NPI as soon as they are available.~~

19 I. CONTRACTOR shall provide the ~~NOTICE OF PRIVACY PRACTICES (NPP)~~ for the ~~County~~  
 20 ~~of Orange~~ COUNTY, as the ~~Mental Health Plan MHP~~, at the time of the first service provided under this  
 21 Agreement to individuals who are covered by Medi-Cal and have not previously received services at a  
 22 ~~County~~ COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the  
 23 ~~County of Orange~~ COUNTY, as the ~~Mental Health Plan MHP~~, to any individual who received services  
 24 under the ~~is~~ Agreement.

25 J. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
 26 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the  
 27 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be  
 28 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
 29 institution, or religious belief.

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

35 K. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

36 1. Case conferences, as requested by ADMINISTRATOR.

37 2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual

1 and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving  
 2 all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress,  
 3 compliance with P&Ps, review of statistics and services;

4 3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY.

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

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

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

15 2. Maximize the use of the allocated funds;

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

17 4. Maintain appropriate staffing levels;

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

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

20 7. Track and report expenditures electronically;

21 ~~9.8.~~ 8. Maintain electronic and telephone communication between key staff and ~~the Contract and~~  
 22 ~~Program Administrators~~ ADMINISTRATOR; and

23 ~~10.9.~~ 9. Act quickly to identify and solve problems.

24 N. ~~L. COUNTY~~ ADMINISTRATOR shall assist CONTRACTOR in monitoring  
 25 CONTRACTOR's program to ensure compliance with workload standards and productivity.

26 ~~M. COUNTY~~ O. ADMINISTRATOR shall review client charts to assist CONTRACTOR in  
 27 ensuring compliance with HCA ~~policies and procedures~~ P&Ps and Medi-Cal documentation  
 28 requirements.

29 P. ADMINISTRATOR ~~N. COUNTY~~ shall review and approve all admissions, discharges  
 30 from the program and extended stays in the program.

31 Q. ADMINISTRATOR ~~O. COUNTY~~ shall monitor CONTRACTOR's completion of  
 32 corrective action plans.

33 R. ~~P. COUNTY~~ ADMINISTRATOR shall monitor CONTRACTOR's compliance with  
 34 COUNTY ~~Policies and Procedures~~ P&Ps.

35 S. ADMINISTRATOR ~~Q. COUNTY~~ shall provide a written copy of all assessments  
 36 completed on clients referred for admission.

37 ~~R. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify~~

1 ~~subparagraph VII. above.~~  
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EXHIBIT D  
TO AGREEMENT FOR PROVISION OF  
ADULT MENTAL HEALTH SERVICES  
WITH  
«UC\_PROV»  
JULY 1, 2011 THROUGH JUNE 30, 2012

~~SOCIAL SECURITY INCOME OUTREACH SERVICE~~

I. DEFINITIONS

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

— A. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into the COUNTY’s Integrated Records Information System (IRIS) and documentation that the clients are receiving services at a level and frequency and duration that is consistent with each client’s level of impairment and treatment goals and consistent with individualized, solution focused, evidenced based practices.

— B. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into the COUNTY’s IRIS.

— C. Benefits Specialist means a specialized position that would primarily be responsible for coordinating client applications and appeals for State and Federal benefits.

— D. Best Practices means a term that is often used inter changeably with “evidence based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to recovery consistent mental health practices where the recovery process is supported with scientific intervention that best meets the needs of the consumer at this time.

1. Evidence Based Practices (EBP) means the interventions utilized for which there is consistent scientific evidence showing they improved client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the Fidelity of the model.

2. Promising Practices means that experts believe the practices is likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

3. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among consumers and clinicians in practice, or innovators in academia or policy makers; and at least one recognized expert, group of researchers or

1 ~~other credible individuals have endorsed the practice as worthy of attention based on outcomes; and~~  
 2 ~~finally, it produces specific outcomes.~~

3 ~~— E. CAMINAR means software designed for collection, tracking and reporting outcomes data for~~  
 4 ~~clients enrolled in the Full Service Partnerships Programs.~~

5 ~~—— 1. 3 M's means the Quarterly Assessment Form that is completed for each client every three~~  
 6 ~~months in the CAMINAR system.~~

7 ~~—— 2. Data Mining and Analysis Specialist means a person who is responsible for ensuring the~~  
 8 ~~program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working~~  
 9 ~~on strategies for gathering new data from the consumers' perspective which will improve understanding~~  
 10 ~~of clients' needs and desires towards furthering their recovery. This individual will provide feedback to~~  
 11 ~~the program and work collaboratively with the employment specialist, education specialist, benefits~~  
 12 ~~specialist, and other staff in the program in strategizing improved outcomes in these areas. This position~~  
 13 ~~will be responsible for attending all data and outcome related meetings and ensuring that program is~~  
 14 ~~being proactive in all data collection requirements and changes at the local and state level.~~

15 ~~—— 3. Data Certification means the process of reviewing State and County mandated outcome data~~  
 16 ~~for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.~~

17 ~~—— 4. Key Events Tracking (KET) means the tracking of a client's movement or changes in the~~  
 18 ~~CAMINAR system. A KET must be completed and entered accurately each time the Agency is~~  
 19 ~~reporting a change from previous client status in certain categories. These categories include: residential~~  
 20 ~~status, employment status, education and benefits establishment.~~

21 ~~—— 5. Partnership Assessment Form (PAF) means the baseline assessment for each client that~~  
 22 ~~must be completed and entered into CAMINAR system within thirty (30) days of the Partnership date.~~

23 ~~— F. Care Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention and~~  
 24 ~~case management services to those clients who seek services in the County operated outpatient~~  
 25 ~~programs.~~

26 ~~— G. Case Management Linkage Brokerage means a process of identification, assessment of need,~~  
 27 ~~planning, coordination and linking, monitoring and continuous evaluation of clients and of available~~  
 28 ~~resources and advocacy through a process of casework activities in order to achieve the best possible~~  
 29 ~~resolution to individual needs in the most effective way possible. This includes supportive assistance to~~  
 30 ~~the client in the assessment, determination of need and securing of adequate and appropriate living~~  
 31 ~~arrangements.~~

32 ~~— H. Centralized Assessment Team (CAT) means a team of clinicians who provide mobile response,~~  
 33 ~~including mental health evaluations/assessment, for those experiencing a mental health crisis, on a~~  
 34 ~~twenty four hours per day, seven days per week basis. Their primary goal is to provide diversion away~~  
 35 ~~from hospitalization as well as providing referrals and follow up to assist linkage to mental health~~  
 36 ~~services.~~

37 ~~— I. Certified Reviewer means an individual that obtains certification by completing all requirements~~

1 ~~set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet.~~

2 ~~— J. Client or Consumer means an individual, referred by COUNTY or enrolled in~~  
 3 ~~CONTRACTOR's program for services under this Agreement, who experiences chronic mental illness.~~

4 ~~— K. Clinical Director means an individual who meets the minimum requirements set forth in Title 9,~~  
 5 ~~California Code of Regulations, and has at least two (2) years of full-time professional experience~~  
 6 ~~working in a mental health setting.~~

7 ~~— L. Clinical Social Worker means an individual who meets the minimum professional and licensure~~  
 8 ~~requirements set forth in Title 9, California Code of Regulations, Section 625, and has two (2) years of~~  
 9 ~~post-master's clinical experience in a mental health setting.~~

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

15 ~~— N. Direct Service Hours (DSH) means a measure in minutes that a clinician spends providing client~~  
 16 ~~services. DSH credit is obtained for providing mental health, case management, medication support and~~  
 17 ~~a crisis intervention service to any client open in the IRIS which includes both billable and non-billable~~  
 18 ~~services.~~

19 ~~— O. Engagement means the process by which a trusting relationship between worker and client(s) is~~  
 20 ~~established with the goal to link the individual(s) to the appropriate services. Engagement of client(s) is~~  
 21 ~~the objective of a successful outreach.~~

22 ~~— P. Face to Face means an encounter between client and provider where they are both physically~~  
 23 ~~present.~~

24 ~~— Q. Full Service Partnership (FSP)~~

25 ~~— 1. A Full Service Partnership means a type of program described by the State in the~~  
 26 ~~requirements for the COUNTY plan for use of MHSA funds and which includes clients being a full~~  
 27 ~~partner in the development and implementation of their treatment plan. A FSP is an evidence-based and~~  
 28 ~~strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams~~  
 29 ~~will be established including the client, psychiatrist, and Personal Services Coordinator (PSC).~~  
 30 ~~Whenever possible, these multidisciplinary teams will include a mental health nurse, marriage and~~  
 31 ~~family therapist, clinical social worker, peer specialist, and family members. The ideal client to staff~~  
 32 ~~ratio will be in the range of fifteen to twenty (15—20) to one (1), ensuring relationship building and~~  
 33 ~~intense service delivery. Services will include, but not be limited to, the following:~~

34 ~~— a. Crisis management;~~

35 ~~— b. Housing Services;~~

36 ~~— c. Twenty four (24) hours per day, seven (7) days per week intensive case management;~~

37 ~~— d. Community-based Wraparound Recovery Services;~~

- 1 ~~\_\_\_\_\_ e. Vocational and Educational services;~~  
 2 ~~\_\_\_\_\_ f. Job Coaching/Developing;~~  
 3 ~~\_\_\_\_\_ g. Consumer employment;~~  
 4 ~~\_\_\_\_\_ h. Money management/Representative Payee support;~~  
 5 ~~\_\_\_\_\_ i. Flexible Fund account for immediate needs;~~  
 6 ~~\_\_\_\_\_ j. Transportation;~~  
 7 ~~\_\_\_\_\_ k. Illness education and self management;~~  
 8 ~~\_\_\_\_\_ l. Medication Support;~~  
 9 ~~\_\_\_\_\_ m. Dual Diagnosis Services;~~  
 10 ~~\_\_\_\_\_ n. Linkage to financial benefits/entitlements;~~  
 11 ~~\_\_\_\_\_ o. Family and Peer Support; and~~  
 12 ~~\_\_\_\_\_ p. Supportive socialization and meaningful community roles.~~

13 ~~\_\_\_\_\_ 2. Client services are focused on recovery and harm reduction to encourage the highest level~~  
 14 ~~of client empowerment and independence achievable. PSC's will meet with the consumer in their~~  
 15 ~~current community setting and will develop a supportive relationship with the individual served.~~  
 16 ~~Substance abuse treatment will be integrated into services and provided by the client's team to~~  
 17 ~~individuals with a co-occurring disorder.~~

18 ~~\_\_\_\_\_ 3. The Full Service Partnership shall offer "whatever it takes" to engage seriously mentally ill~~  
 19 ~~adults, including those who are dually diagnosed, in a partnership to achieve the individual's wellness~~  
 20 ~~and recovery goals. Services shall be non-coercive and focused on engaging people in the field. The~~  
 21 ~~goal of Full Service Partnership Programs is to assist the consumer's progress through pre-determined~~  
 22 ~~quality of life outcome domains (housing, decreased jail, decreased hospitalization, increased education~~  
 23 ~~involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and~~  
 24 ~~become more independent and self-sufficient as consumers move through the continuum of recovery and~~  
 25 ~~evidence by progressing to lower level of care or out of the "intensive case management need" category.~~

26 ~~\_\_\_\_\_ R. Housing Specialist means a specialized position dedicated to developing the full array of~~  
 27 ~~housing options for their program and monitoring their suitability for the population served in~~  
 28 ~~accordance with the minimal housing standards policy set by the County of Orange for their program.~~  
 29 ~~This individual is also responsible for assisting consumers with applications to low income housing,~~  
 30 ~~housing subsidies, senior housing, etc.~~

31 ~~\_\_\_\_\_ T ~~S. Individual Services and Support Funds (Flexible Funds) means funds intended for use to~~~~  
 32 ~~provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment~~  
 33 ~~of their mental illness and their overall quality of life. Flexible Funds are generally categorized as~~  
 34 ~~housing, client transportation, food, clothing, medical and miscellaneous expenditures that are~~  
 35 ~~individualized and appropriate to support client's mental health treatment activities.~~

36 ~~\_\_\_\_\_ T. Intake means the initial meeting between a client and CONTRACTOR's staff and includes an~~  
 37 ~~evaluation to determine if the client meets program criteria and is willing to seek services.~~

1 ~~U. Integrated Records Information System (IRIS) means a collection of applications and databases~~  
 2 ~~that serve the needs of programs within the County of Orange Health Care Agency and includes~~  
 3 ~~functionality such as registration and scheduling, laboratory information system, billing and reporting~~  
 4 ~~capabilities, compliance with regulatory requirements, electronic medical records and other relevant~~  
 5 ~~applications.~~

6 ~~V. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing~~  
 7 ~~employment opportunities for the clients and matching the job to the client's strengths, abilities, desires,~~  
 8 ~~and goals. This position will also integrate knowledge about career development and job preparation to~~  
 9 ~~ensure successful job retention and satisfaction of both employer and employee.~~

10 ~~W. Marriage and Family Therapist means an individual who meets the minimum professional and~~  
 11 ~~licensure requirements set forth in Title 9, California Code of Regulations, Section 625.~~

12 ~~X. Medical Necessity means the requirements as defined in the Orange County Mental Health Plan~~  
 13 ~~(MHP) Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes~~  
 14 ~~Diagnosis, Impairment Criteria and Intervention Related Criteria.~~

15 ~~Y. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree and~~  
 16 ~~four years of experience in a mental health setting as a specialist in the fields of physical restoration,~~  
 17 ~~social adjustment and/or vocational adjustment.~~

18 ~~Z. Mental Health Services means interventions designed to provide the maximum reduction of~~  
 19 ~~mental disability and restoration or maintenance of functioning consistent with the requirements for~~  
 20 ~~learning, development and enhanced self-sufficiency. Services shall include:~~

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

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

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

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

31 ~~5. Medication Support Services means those services provided by a licensed physician,~~  
 32 ~~registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing~~  
 33 ~~and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the~~  
 34 ~~symptoms of mental illness. These services also include evaluation and documentation of the clinical~~  
 35 ~~justification and effectiveness for use of the medication, dosage, side effects, compliance and response~~  
 36 ~~to medication, as well as obtaining informed consent, providing medication education and plan~~  
 37 ~~development related to the delivery of the service and/or assessment of the beneficiary.~~

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

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

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

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

16 ~~AB. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental~~  
 17 ~~health field or has a high school diploma and two (2) years of experience delivering services in a mental~~  
 18 ~~health field.~~

19 ~~AC. Milestones of Recovery Scale (MORS) is a recovery scale that Orange County will be using for~~  
 20 ~~the Adult mental health programs in Orange County. The scale will provide the means of assigning~~  
 21 ~~consumers to their appropriate level of care and replace the diagnostic and acuity of illness based tools~~  
 22 ~~being used today. MORS is ideally suited to serve as a recovery based tool for identifying the level of~~  
 23 ~~service needed by participating members. The scale will be used to create a map of the system by~~  
 24 ~~determining which milestone(s) or level of recovery (based on the MORS) are the target groups for~~  
 25 ~~different programs across the continuum of programs and services offered by Orange County Behavioral~~  
 26 ~~Health.~~

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

32 ~~AE. Notice of Action (NOA A) means a Medi-Cal requirement that informs the beneficiary that~~  
 33 ~~he/she is not entitled to any specialty mental health service. The County of Orange has expanded the~~  
 34 ~~requirement for an NOA A to all individuals requesting an assessment for services and found not to~~  
 35 ~~meet the medical necessity criteria for specialty mental health services.~~

36 ~~AF. Notice of Privacy Practices (NPP) means a document that notifies individuals of uses and~~  
 37 ~~disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set~~

1 ~~forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).~~

2 ~~—AG. Outreach means the outreach to potential clients to link them to appropriate mental health~~  
 3 ~~services and may include activities that involve educating the community about the services offered and~~  
 4 ~~requirements for participation in the programs. Such activities should result in the CONTRACTOR~~  
 5 ~~developing their own client referral sources for the programs they offer.~~

6 ~~—AH. Peer Recovery Specialist/Counselor means an individual who has been through the same or~~  
 7 ~~similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid~~  
 8 ~~for this function by the program. A peer recovery specialist practice is informed by his/her own~~  
 9 ~~experience.~~

10 ~~—AI. Personal Services Coordinator (PSC) means an individual who will be part of a multi-~~  
 11 ~~disciplinary team that will provide community based mental health services to adults that are struggling~~  
 12 ~~with persistent and severe mental illness as well as homelessness, rehabilitation and recovery principles.~~  
 13 ~~The PSC is responsible for clinical care and case management of assigned client and families in a~~  
 14 ~~community, home, or program setting. This includes assisting clients with mental health, housing,~~  
 15 ~~vocational and educational needs. The position is also responsible for administrative and clinical~~  
 16 ~~documentation as well as participating in trainings and team meetings. The PSC shall be active in~~  
 17 ~~supporting and implementing the program's philosophy and its individualized, strength-based,~~  
 18 ~~culturally/linguistically competent and client-centered approach.~~

19 ~~—AJ. Pre Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical~~  
 20 ~~Psychology and is registered with the Board of Psychology as a registered Psychology Intern or~~  
 21 ~~Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and~~  
 22 ~~Institutions Code section 575.2. The waiver may not exceed five (5) years.~~

23 ~~—AK. Pre Licensed Therapist means an individual who has obtained a Master's Degree in Social~~  
 24 ~~Work or Marriage and Family Therapy and is registered with the Board of Behavioral Sciences (BBS) as~~  
 25 ~~an Associate Clinical Social Worker or MFT Intern acquiring hours for licensing. An individual's~~  
 26 ~~registration is subject to regulations adopted by the BBS.~~

27 ~~—AL. Program Director means an individual who has complete responsibility for the day to day~~  
 28 ~~function of the program. The Program Director is the highest level of decision making at a local,~~  
 29 ~~program level.~~

30 ~~—AM. Promotora de Salud Model means a model where trained individuals, Promotores, work towards~~  
 31 ~~improving the health of their communities by linking their neighbors to health care and social services,~~  
 32 ~~educating their peers about mental illness, disease and injury prevention.~~

33 ~~—AN. Promotores means individuals who are members of the community who function as natural~~  
 34 ~~helpers to address some of their communities' unmet mental health, health and human service needs.~~  
 35 ~~They are individuals who represent the ethnic, socio-economic and educational traits of the population~~  
 36 ~~he/she serves. Promotores are respected and recognized by their peers and have the pulse of the~~  
 37 ~~community's needs.~~

~~1 —AO. Protected Health Information (PHI) means individually identifiable health information usually  
2 transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity  
3 such as a health plan, transmitted or maintained in any other medium. It is created or received by a  
4 covered entity and relates to the past, present, or future physical or mental health or condition of an  
5 individual, provision of health care to an individual, or the past, present, or future payment for health  
6 care provided to an individual.~~

~~7 —AP. Psychiatrist means an individual who meets the minimum professional and licensure  
8 requirements set forth in Title 9, California Code of Regulations, Section 623.~~

~~9 —AQ. Psychologist means an individual who meets the minimum professional and licensure  
10 requirements set forth in Title 9, California Code of Regulations, Section 624.~~

~~11 —AR. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one  
12 percent (1%) of all “high risk” Medi-Cal clients to monitor and evaluate the quality and appropriateness  
13 of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR  
14 administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the  
15 cases.~~

~~16 —AS. Recovery is “a deeply personal, unique process of changing one’s attitudes, values, feelings,  
17 goals, skills and/or roles. It is a way of living a satisfying, hopeful and contributing life even with  
18 limitations caused by the illness. Recovery involves the development of new meaning and purpose in  
19 one’s life as one grows beyond the catastrophic effects of mental illness. Ultimately, because recovery is  
20 a personal and unique process, everyone with a psychiatric illness develops his or her own definition of  
21 recovery. However, certain concepts or factors are common to recovery.” (William Anthony, 1993).~~

~~22 —AT. Referral means providing the effective linkage of a client to another service, when indicated,  
23 with follow up to be provided within five (5) working days to assure that the client has made contact  
24 with the referred service.~~

~~25 —AU. Pharmacy Benefits Manager means the Pharmaceutical Benefits Management (PBM) Company  
26 that manages the medication benefits that are given to Behavioral Health Services (BHS) & Medical &  
27 Institutional Health Services (MIHS) clients that qualify for medication benefits.~~

~~28 —AV. Supportive Housing Personal Services Coordinator (PSC) means a person who provides  
29 services in a supportive housing structure. This person will coordinate activities which will include, but  
30 not be limited to: independent living skills, social activities, supporting communal living, assisting  
31 residents with conflict resolution, advocacy, and linking clients with the assigned PSC for clinical  
32 issues. Supportive Housing PSC will consult with the multidisciplinary team of clients assigned by the  
33 program. The PSC’s will be active in supporting and implementing a full-service partnership philosophy  
34 and its individualized, strengths-based, culturally appropriate, and client-centered approach.~~

~~35 —AW. Supervisory Review means ongoing clinical case reviews in accordance with procedures  
36 developed by County, to determine the appropriateness of diagnosis and treatment and to monitor  
37 compliance to the minimum Adult Mental Health Services (AMHS) and Medi-Cal charting standards.~~



1 ~~Supervisory review is conducted by the program/clinic director or designee.~~  
2 ~~—AX. Token means the security device which allows an individual user to access the Health Care~~  
3 ~~Agency (HCA) computer based Integrated Records Information System (IRIS).~~  
4 ~~—AY. UMDAP means Universal Method of Determining Ability to Pay (set by the State of~~  
5 ~~California).~~  
6 ~~—AZ. Vocational/Educational Specialist means a person who provides services that range from pre-~~  
7 ~~vocational groups, trainings and supports to obtain employment out in the community based on the~~  
8 ~~consumers' level of need and desired support. The Vocational/Educational Specialist will provide “one~~  
9 ~~on one” vocational counseling and support to consumers to ensure that their needs and goals are being~~  
10 ~~met. The overall focus of Vocational/Educational Specialist is to empower consumers and provide them~~  
11 ~~with the knowledge and resources to achieve the highest level of vocational functioning possible.~~  
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**H. BUDGET**

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

<del>ADMINISTRATIVE COST</del>	<del>TOTAL BUDGET</del>
<del>— Salaries</del>	<del>\$«XDA_SAL»</del>
<del>— Benefits</del>	<del>«XDA_BEN»</del>
<del>— Services and Supplies</del>	<del>«XDA_SS»</del>
<del>— Subcontractors</del>	<del>«XDA_SUBK»</del>
<del>— Indirect Costs</del>	<del>«XDA_IC»</del>
<del>SUBTOTAL ADMINISTRATIVE COST</del>	<del>\$«XDA_SUBT»</del>
<del>PROGRAM COST</del>	
<del>— Salaries</del>	<del>\$«XDP_SAL»</del>
<del>— Benefits</del>	<del>«XDP_BEN»</del>
<del>— Services and Supplies</del>	<del>«XDP_SS»</del>
<del>— Subcontractor</del>	<del>«XDP_SUBK»</del>
<del>SUBTOTAL PROGRAM COST</del>	<del>\$«XDP_SUBT»</del>
<del>TOTAL COST</del>	<del>\$«XD_TCost»</del>
<del>REVENUE</del>	
<del>— County Discretionary</del>	<del>\$«XDR_CNTY- DISCR»</del>
<del>TOTAL REVENUE</del>	<del>\$«XDR_TTL»</del>
<del>TOTAL MAXIMUM OBLIGATION</del>	<del>\$«XD_TTL_MA XOB»</del>

~~B. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to this Agreement, CONTRACTOR may make written application to ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR~~

1 ~~may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR~~  
 2 ~~shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and~~  
 3 ~~the quantity of services to be provided by CONTRACTOR. Fees received from private resources on~~  
 4 ~~behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.~~

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

16 ~~— D. FINANCIAL RECORDS — CONTRACTOR shall prepare and maintain accurate and complete~~  
 17 ~~financial records of its cost and operating expenses. Such records will reflect the actual cost of the type~~  
 18 ~~of service for which payment is claimed. Any apportionment of or distribution of costs, including~~  
 19 ~~indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will~~  
 20 ~~be made in accordance with generally accepted principles of accounting, and Medicare regulations. The~~  
 21 ~~client eligibility determination and fee charged to and collected from clients, together with a record of all~~  
 22 ~~billings rendered and revenues received from any source, on behalf of clients treated pursuant to this~~  
 23 ~~Agreement, must be reflected in CONTRACTOR's financial records.~~

24 ~~— E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify~~  
 25 ~~subparagraph II. above.~~

### 27 III. PAYMENTS

28 ~~— A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of~~  
 29 ~~\$«XD\_ARREAR\_MO» per month. All payments are interim payments only and are subject to Final~~  
 30 ~~Settlement in accordance with the Cost Report paragraph of the Agreement for which CONTRACTOR~~  
 31 ~~shall be reimbursed for the actual cost of providing the services; hereunder provided, however, the total~~  
 32 ~~of such payments does not exceed COUNTY's Total Maximum Obligation and, provided further,~~  
 33 ~~CONTRACTOR's costs are reimbursable pursuant to County, State and/or Federal regulations.~~  
 34 ~~ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the~~  
 35 ~~provisional amount specified above has not been fully paid.~~

36 ~~—— 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and~~  
 37 ~~Revenue Report as specified in the Reports paragraph of this Exhibit D to the Agreement.~~

~~ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in subparagraphs A.2. and A.3., below:~~

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

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

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

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

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

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

**IV. SERVICES**

~~A. FACILITY CONTRACTOR shall maintain a facility which meets the minimum requirements for a professional office environment for the provision of a Social Security Income Outreach Services Program, for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:~~

~~«XD\_LOC1\_NAME»~~

~~«XD\_LOC1\_ADDR»~~

~~«XD\_LOC1\_CSZ»~~

~~1. The facility shall:~~

~~a. Include a space which can be used for the Social Security Income (SSI) Outreach Team~~

~~staff to meet with consumers.~~

~~b. Have accessible parking for consumers, including spaces for persons with disabilities.~~

~~c. Be located in a location that is readily accessible by public transportation and accessible to persons with disabilities.~~

~~2. CONTRACTOR shall operate during the hours which are most accessible to consumers, subject to written approval by ADMINISTRATOR.~~

~~3. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday schedule. However, CONTRACTOR is encouraged to provide the aforementioned services on holidays, whenever possible.~~

~~B. INDIVIDUALS TO BE SERVED~~ CONTRACTOR shall provide the services hereunder to adults, age eighteen (18) and older, who have been referred or approved by ADMINISTRATOR. Services to clients shall be individualized and delivered in the language preferred by the client. CONTRACTOR shall be sensitive to the special needs of clients who are dually diagnosed or older adults (over 60 years of age).

~~C. SOCIAL SECURITY INCOME OUTREACH SERVICES~~

~~CONTRACTOR shall provide Social Security Income (SSI) Outreach assistance and support to mental health consumers by assisting consumers to apply for SSI Benefits and representing consumers in court to appeal denials of benefits. The SSI Outreach team will receive client referrals from County operated and Contracted clinic programs, the Homeless Multi-Service Center, and designated hospitals. Clients will be assisted with completing the necessary paperwork and compiling supporting documentation. The SSI Outreach Team will be responsible to be knowledgeable of the current and pending requirements for the SSI application and approval process at all times. In service educational meetings for County and Contracted program staff will be held to educate them regarding the eligibility requirements and the application process.~~

~~D. CLIENT RECORDS~~ CONTRACTOR shall maintain adequate records on each individual client which shall include diagnostic studies, records of client interviews, progress notes, and records of service provided by various personnel in sufficient detail to permit an evaluation of services. CONTRACTOR shall use COUNTY charting procedures regarding the use of forms and organization of documentation in the clients' records.

~~1. COUNTY may provide CONTRACTOR with copies of relevant database information which may include psychiatric and psychosocial histories, community functioning evaluations, coordination plans, service plans, medication records, and progress notes.~~

~~2. CONTRACTOR shall retain a complete and true copy of any client record created by CONTRACTOR.~~

~~3. CONTRACTOR shall be responsible to respond to any records request pursuant to laws governing these records.~~

~~E. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:~~

~~1. Case conferences, as requested by County staff.~~

~~2. Monthly COUNTY management meetings with AMHS Program staff and ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with policies and procedures, review of statistics and services;~~

~~3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.~~

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

~~G. CONTRACTOR shall conduct Supervisory Reviews at a minimum of once per month in accordance with procedures developed by COUNTY. CONTRACTOR shall ensure that all file documentation complies with all federal, state and local guidelines and standards for a Representative Payee. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.~~

~~H. CONTRACTOR shall develop all requested and required program specific policies and procedures, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said policies and procedures and prior to accepting any client admissions to the program. All policies and procedures and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not limited to the following:~~

~~1. SSI Application and Approval Process~~

~~2. Quality Management/Performance Outcomes~~

~~3. Personnel/In-service Training~~

~~4. Code of Conduct/Compliance~~

~~5. Mandated Reporting~~

~~I. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:~~

~~1. Orientation to the program's goals, policies and procedures~~

~~2. Training on subjects as required by state regulations~~

~~3. SSI application and approval process~~

~~J. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve workload standards, tracking and reporting statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to the following services to meet the objective, and, therefore, revisions may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.~~

~~Objective 1: CONTRACTOR shall assist consumers in the preparation and submission of SSI~~

1 ~~applications for eighty percent (80%) approval rate in achieving entitlement benefits.~~

2 ~~— K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify~~  
3 ~~subparagraph IV. above.~~

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#### 5 **V. STAFFING**

6 ~~— A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns,~~  
7 ~~and members of the Board of Directors which will include, but not be limited to, standards related to the~~  
8 ~~use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and~~  
9 ~~conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the~~  
10 ~~Board of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set~~  
11 ~~forth in the Code of Conduct.~~

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

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

26 ~~— D. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy two (72) hours, of~~  
27 ~~any staffing vacancies or filling of vacant positions that occur during the term of this Agreement.~~

28 ~~— E. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in~~  
29 ~~advance, of any new staffing changes; including promotions, temporary FTE changes and internal or~~  
30 ~~external temporary staffing assignment requests that occur during the term of this agreement.~~

31 ~~— F. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to~~  
32 ~~adjust the staffing requirements described in this paragraph.~~

33 ~~— G. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in~~  
34 ~~Full-Time Equivalent (FTEs) continuously throughout the term of this Agreement. One (1) FTE will~~  
35 ~~be equal to an average of forty (40) hours work per week.~~

1	<del>PROGRAM</del>	<del>FTEs</del>
2	<del>—Program Director</del>	<del>«XDP_P</del>
3		<del>GMDIR</del>
4		<del>»</del>
5	<del>—SSI Outreach Specialist</del>	<del>«XDP_S</del>
6		<del>SI_OS»</del>
7	<del>—Clerical Specialist</del>	<del>«XDP_C</del>
8		<del>LERICA</del>
9		<del>L»</del>
10	<del>SUBTOTAL PROGRAM</del>	<del>«XDP_S</del>
11		<del>UBTTL»</del>
12		
13	<del>TOTAL FTEs</del>	<del>«XD_TT</del>
14		<del>L_FTE»</del>
15		

~~— H. WORKLOAD STANDARDS~~

~~— 1. CONTRACTOR shall achieve a minimum of eighty percent (80%) approval rate for SSI Outreach Services as specified in this services paragraph.~~

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

~~— J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify subparagraph V. above.~~

~~**VI. REPORTS**~~

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

~~**B. FISCAL**~~

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



1 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

9 ~~C. STAFFING CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.~~  
10 ~~These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a~~  
11 ~~minimum, report the actual FTEs of the positions stipulated in the Staffing subparagraph of this~~  
12 ~~Exhibit D to the Agreement and will include the employees' names, licensure status, monthly salary, hire~~  
13 ~~and/or termination date and any other pertinent information as may be required by ADMINISTRATOR.~~  
14 ~~The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following~~  
15 ~~the end of the month being reported.~~

16 ~~D. PROGRAMMATIC~~

17 ~~1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated~~  
18 ~~below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by~~  
19 ~~ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter~~  
20 ~~being reported unless otherwise specified. Programmatic reports will include the following:~~

21 ~~a. Monthly Services Report Service and performance measures in four (4) categories:~~  
22 ~~total number of applications submitted, number of applications approved, number of applications~~  
23 ~~denied, number of applications pending, and program changes. This report shall be submitted as~~  
24 ~~directed by ADMINISTRATOR by the twelfth (12th) day of the month following the month being~~  
25 ~~reported.~~

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

30 ~~F. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues~~  
31 ~~that adversely affect the quality or accessibility of client-related services provided by, or under contract~~  
32 ~~with, the COUNTY as identified in the Health Care Agency's policy and procedures HCA's P&Ps.~~

33 ~~G.U. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify~~  
34 ~~subparagraph VI. above.~~

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**VII. THE RESPONSIBILITIES**

~~CONTRACTOR and ADMINISTRATOR RESPONSIBILITIES~~

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

~~B. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the County's New Provider Training.~~

~~C. CONTRACTOR shall ensure that all staff complete the County's Annual Provider 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. TOKENS ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.~~

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

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

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

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

~~a. Token of each staff member who no longer supports this Exhibit C to the Agreement;~~

~~b. Token of each staff member who no longer requires access to the HCA IRIS;~~

~~c. Token of each staff member who leaves employment of CONTRACTOR; or~~

~~d. Token is malfunctioning;~~

~~e. Termination of Agreement.~~

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

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

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

~~G. CONTRACTOR will be responsible for ensuring monthly evaluation of members using the Milestones of Recovery Scale (MORS).~~

~~H. CONTRACTOR shall obtain a National Provider Identifier (NPI) The standard unique health identifier adopted by the Secretary of Health and Human Services under Health Insurance Portability and Accountability Act (HIPAA) of 1996 for health care providers.~~

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

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

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

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

~~K. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the agreement with the County of Orange, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities.~~

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

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

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

~~4. Maintain appropriate staffing levels;~~

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

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

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

~~8. Maintain electronic and telephone communication between key staff and the Contract and Program Administrators; and~~

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

~~L. COUNTY shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with workload standards and productivity.~~

1 ~~— M. COUNTY shall review client charts to assist CONTRACTOR in ensuring compliance with~~  
2 ~~HCA policies and procedures and Medi-Cal documentation requirements.~~  
3 ~~— N. COUNTY shall review and approve all admissions, discharges from the program and extended~~  
4 ~~stays in the program.~~  
5 ~~— O. COUNTY shall monitor CONTRACTOR's completion of corrective action plans.~~  
6 ~~— P. COUNTY shall monitor CONTRACTOR's compliance with COUNTY Policies and~~  
7 ~~Procedures.~~  
8 ~~— Q. COUNTY shall provide a written copy of all assessments completed on clients referred for~~  
9 ~~admission.~~  
10 ~~— R. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify~~  
11 ~~subparagraph VII. above.~~  
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