

AGREEMENT FOR PROVISION OF  
 OUTREACH AND ENGAGEMENT SERVICES BETWEEN  
 COUNTY OF ORANGE  
 AND  
 «UC\_NAME» «UC\_DBA»

~~AUGUST~~ JULY 1, 2012<sup>1</sup> THROUGH JUNE 30, 2013<sup>2</sup>

THIS AGREEMENT entered into this 1st day of ~~August 2011~~ July 2012, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «UC\_NAME» «UC\_DBA», a «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 Outreach and Engagement 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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**CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions .....	<del>34</del>
<b><u>I. Acronyms .....</u></b>	<b><u>6</u></b>
<del>I</del> <b><u>II. Alteration of Terms .....</u></b>	<del>7</del>
<del>II</del> <b><u>III. Assignment of Debts .....</u></b>	<del>7</del>
<del>III</del> <b><u>IV. Compliance .....</u></b>	<del>7</del>
<del>IV</del> <b><u>V. Confidentiality.....</u></b>	<del>11</del>
<del>V</del> <b><u>VI. Cost Report.....</u></b>	<del>11</del>
<del>VI</del> <b><u>VII. Delegation, Assignment and Subcontracts.....</u></b>	<del>13</del>
<del>VII</del> <b><u>VIII. Employee Eligibility Verification .....</u></b>	<del>14</del>
<del>VIII</del> <b><u>IX. Equipment .....</u></b>	<del>14</del>
<del>IX</del> <b><u>X. Facilities, Payments and Services.....</u></b>	<del>16</del>
<del>X</del> <b><u>XI. Indemnification and Insurance .....</u></b>	<del>16</del>
<del>XI</del> <b><u>XII. Inspections and Audits .....</u></b>	<del>17</del>
<del>XII</del> <b><u>XIII. Licenses and Laws .....</u></b>	<del>18</del>
<del>XIII</del> <b><u>XIV. Literature and Advertisements.....</u></b>	<del>19</del>
<del>XIV</del> <b><u>XV. Maximum Obligation.....</u></b>	<del>20</del>
<del>XV</del> <b><u>XVI. Nondiscrimination.....</u></b>	<del>20</del>
<del>XVI</del> <b><u>XVII. Notices.....</u></b>	<del>22</del>
<del>XVII</del> <b><u>XVIII. Notification of Death .....</u></b>	<del>22</del>
<del>XVIII</del> <b><u>XIX. Notification of Public Events and Meetings.....</u></b>	<del>23</del>
<del>XIX</del> <b><u>XX. Records Management and Maintenance .....</u></b>	<del>23</del>
<del>XX</del> <b><u>XXI. Severability.....</u></b>	<del>25</del>
<del>XXI</del> <b><u>XXII. Special Provisions .....</u></b>	<del>25</del>
<del>XXII</del> <b><u>XXIII. Status of Contractor .....</u></b>	<del>26</del>
<del>XXIII</del> <b><u>XXIV. Term.....</u></b>	<del>27</del>
<del>XXIV</del> <b><u>XXV. Termination.....</u></b>	<del>27</del>
<del>XXV</del> <b><u>XXVI. Third Party Beneficiary .....</u></b>	<del>29</del>
<del>XXVI</del> <b><u>XXVII. Waiver of Default or Breach .....</u></b>	<del>29</del>
Signature Page.....	30

#

//

//

**CONTENTS**

<b><u>EXHIBIT A</u></b>	<b><u>PAGE</u></b>
I. Definitions .....	1
II. Budget .....	5
III. Payments .....	6
IV. Services .....	8
V. Staffing .....	13
VI. Reports.....	15
VII. Responsibilities .....	16

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**REFERENCED CONTRACT PROVISIONS**

**Term:** ~~August~~ June 1, 2012~~4~~ through June 30, 2013~~2~~

**Aggregate Maximum Obligation:** \$2,208,330 ~~\$2,491,665~~

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Provisional Amount

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** «LC\_NAME» «LC\_DBA»  
«ADDRESS»  
«CITY\_STATE\_ZIP»

**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

1	Sexual Misconduct	\$1,000,000 per occurrence
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## I. ACRONYMS

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

A.	ARRA	American Recovery and Reinvestment Act
B.	ASO	Administrative Service Organization
C.	ASRS	Alcohol and Drug Programs Reporting System
D.	CAT	Centralized Assessment Team
E.	CCC	California Civil Code
F.	CCR	California Code of Regulations
G.	CFR	Code of Federal Regulations
H.	CHPP	COUNTY HIPAA Policies and Procedures
I.	CHS	Correctional Health Services
J.	D/MC	Drug/Medi-Cal
K.	DHCS	Department of Health Care Services
L.	DPFS	Drug Program Fiscal Systems
M.	DRS	Designated Record Set
N.	DSM-IV	The Diagnostic and Statistical Manual of Mental Disorders, 4th Edition
O.	GAAP	General Accepted Accounting Principles
P.	HCA	Health Care Agency
Q.	HHS	Health and Human Services
R.	HIPAA	Health Insurance Portability and Accountability Act
S.	HSC	California Health and Safety Code
T.	MHP	Mental Health Plan
U.	MHSA	Mental Health Services Act
V.	NPP	Notice of Privacy Practices
W.	OCJS	Orange County Jail System
X.	OCPD	Orange County Probation Department
Y.	OCR	Office for Civil Rights
Z.	OCSD	Orange County Sheriff's Department
AA.	OIG	Office of Inspector General
AB.	OMB	Office of Management and Budget
AC.	OPM	Federal Office of Personnel Management
AD.	PADSS	Payment Application Data Security Standard
AE.	PC	State of California Penal Code
AF.	PCI DSS	Payment Card Industry Data Security Standard
AG.	PEI	Prevention and Early Intervention
AH.	PHI	Protected Health Information

AI.	PII	Personally Identifiable Information
AJ.	P&P	Policies and Procedures
AK.	PRA	Public Record Act
AL.	SRAS	Suicide Risk Assessment Standards
AM.	TAY	Transitional Age Youth
AN.	USC	United States Code
AO.	WIC	State of California Welfare and Institutions Code

## II. ALTERATION OF TERMS

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

## III. ASSIGNMENT OF DEBTS

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

## IV. COMPLIANCE

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

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

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

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

1 at the point when they work more than one hundred sixty (160) hours during the calendar year.  
 2 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
 3 ADMINISTRATOR's Compliance Program and related policies and procedures.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

3 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of  
4 ADMINISTRATOR's Code of Conduct.

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

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

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

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

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

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

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

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

30 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
31 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
32 and are consistent with federal, state and county laws and regulations.

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

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

1 and documentation requirements.

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

4 //

## 5 **V. CONFIDENTIALITY**

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

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

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

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

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

## 28 **VI. COST REPORT**

29 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days  
30 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance  
31 with all applicable federal, state and county requirements ~~and~~ generally accepted accounting principles  
32 ~~and the Special Provisions Paragraph of this Agreement.~~ CONTRACTOR shall allocate direct and  
33 indirect costs to and between programs, cost centers, services, and funding sources in accordance with  
34 such requirements and consistent with prudent business practice, which costs and allocations shall be  
35 supported by source documentation maintained by CONTRACTOR, and available at any time to  
36 ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for  
37

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

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

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

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

17 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
 18 individual and/or consolidated Cost Report setting forth good cause for justification of the request.  
 19 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be  
 20 unreasonably denied. ~~In no case shall extensions be granted for more than seven (7) calendar days.~~

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

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

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

1 days of submission of the individual Cost Report or COUNTY may elect to reduce any amount owed  
 2 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

15 F. ~~The~~ All Cost Reports shall contain the following attestation, which may be typed directly on or  
 16 attached to the Cost Report:

17  
 18 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
 19 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
 20 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
 21 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
 22 allowable and directly or indirectly related to the services provided and that this Cost  
 23 Report is a true, correct, and complete statement from the books and records of  
 24 (provider name) in accordance with applicable instructions, except as noted. I also  
 25 hereby certify that I have the authority to execute the accompanying Cost Report.

26  
 27 Signed \_\_\_\_\_  
 28 Name \_\_\_\_\_  
 29 Title \_\_\_\_\_  
 30 Date \_\_\_\_\_"

31 #

## 32 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

33 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
 34 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR  
 35 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are  
 36 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as  
 37 they relate to the service or activity under subcontract, and include any provisions that



ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ~~CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.~~ ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. ~~B.~~ For CONTRACTORS which are nonprofit corporations, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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## **IX. EQUIPMENT**

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as ~~moveable~~ all property of a ~~relatively permanent~~ Relatively Permanent nature with significant value.

1 purchased in whole or in part by Administrator to assist in performing the services described in this  
 2 Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment  
 3 which costs \$5,000 or over, including ~~sales taxes,~~ freight charges, ~~sales taxes,~~ and other taxes, and  
 4 installation costs are ~~considered Fixed~~ defined as Capital Assets. Equipment which ~~cost less than~~ costs  
 5 between \$600 and \$5,000, including ~~sales taxes,~~ freight charges, ~~sales taxes~~ and other taxes, and  
 6 installation costs are ~~considered Minor Equipment or~~ defined as Controlled ~~Assets~~ Equipment.  
 7 Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and  
 8 lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this  
 9 Agreement shall be depreciated according to generally accepted accounting principles.

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

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

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

26 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
 27 inventories of ~~Loaned all~~ Equipment. ~~Equipment shall be tagged with a COUNTY issued tag.~~ Upon  
 28 demand by ADMINISTRATOR, CONTRACTOR shall return any or all ~~Loaned~~ Equipment to  
 29 COUNTY.

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

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

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

#### 4 5 **X. FACILITIES, PAYMENTS AND SERVICES**

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

#### 11 12 **XI. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

37 E. All insurance policies required by this contract shall waive all rights of subrogation against the



County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

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

## **XII. INSPECTIONS AND AUDITS**

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

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

### **C. AUDIT RESPONSE**

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

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

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

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within

fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

#

### **XIII. LICENSES AND LAWS**

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

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

1. ~~State of California Welfare and Institutions Code (WIC)~~, Divisions 5, 6 ~~&~~ and 9;
2. ~~State of California Health and Safety Code, Sections HSC~~, §§1250 et seq.;
3. ~~State of California Penal Code (PC)~~, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting;
4. ~~California Code of Regulations (CCR)~~, Title 9, Title 17, and Title 22;
5. ~~Code of Federal Regulations (CFR)~~, Title 42 and Title 45;
6. ~~United States Code (U.S.C.A.)~~ USC Title 42;
7. Federal Social Security Act, Title XVIII and Title XIX;
8. ~~The 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.)~~;
9. ~~The Clean Air Act (42 U.S.C.A. Section USC, §114 and Section §§1857, et seq.)~~, the Clean Air Act.
10. ~~The 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and Sections 1251 et seq.)~~;
11. 31 USC 7501.70, Federal single Audit Act of 1984 ~~(31 U.S.C.A. 7501.70)~~;
12. Policies and procedures set forth in ~~Mental Health Plan (MHP)~~ Letters;
13. Policies and procedures set forth in ~~Department of Mental Health (DMH)~~ DHCS Letters;
14. ~~Policies and procedures set forth in the Mental Health Services Act (MHSA) of 2004/Proposition 63.~~
15. ~~Health Insurance Portability and Accountability Act (HIPAA)~~, privacy rule, as it may exist now, or be hereafter amended, and if applicable.

~~16. Office of Management and Budget~~ (15. OMB) Circulars A-87, A-89, A-110, A122, ~~and A-133.~~

### C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

## **XIV. LITERATURE AND ADVERTISEMENTS**

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

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

**XV. MAXIMUM OBLIGATION**

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

#

**XVI. NONDISCRIMINATION****A. EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

35 D. RETALIATION ~~=~~ Neither CONTRACTOR, nor its employees or agents shall intimidate,  
36 coerce or take adverse action against any person for the purpose of interfering with rights secured by  
37 federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise

participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

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

#

## **XVII. NOTICES**

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

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

2. When faxed, transmission confirmed;

3. When sent by ~~electronic mail~~ Email; or

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

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

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

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

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

## **XVIII. NOTIFICATION OF DEATH**

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

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



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

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

#### B. TERMINAL ILLNESS DEATH

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

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

//

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

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

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

### **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

2. State of California, Health and Safety Code §123145.

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

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of ~~protected health information (PHI)~~ and prevent the intentional or unintentional use or disclosure of PHI in violation of the ~~Health Insurance Portability and~~

~~Accountability Act of 1996 (HIPAA)~~, federal and state regulations and/or ~~COUNTY HIPAA Policies and Procedures (P&P) (COUNTY HIPAA P&P 1-2)~~. CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of ~~protected health information~~ PHI made in violation of federal or state regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

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

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

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

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

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



1 pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

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

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

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

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

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

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

## 21 **XXI. SEVERABILITY**

22 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
23 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
24 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
25 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
26 in full force and effect, and to that extent the provisions of this Agreement are severable.  
27

## 28 **XXII. SPECIAL PROVISIONS**

29 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
30 purposes:  
31

32 1. Making cash payments to intended recipients of services through this Agreement.

33 2. Lobbying any governmental agency or official or making political contributions.

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

37 3. Supplanting current funding for existing services.

4. Fundraising.
  5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.
  6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.
  7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
  8. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the ~~Federal Office of Personnel Management (OPM)~~. The OPM Executive Salary Schedule may be found at ~~www.opm.gov~~. www.opm.gov.
  9. Severance pay for separating employees.
  10. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
- B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
  2. Providing inpatient hospital services or purchasing major medical equipment.
  3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
  4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.
  5. Funding travel or training (excluding mileage or parking).
  6. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
  7. Payment for grant writing, consultants, certified public accounting, or legal services.
  8. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

### **XXIII. STATUS OF CONTRACTOR**

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR

assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

~~XXIII.~~

#### XXIV. TERM

— This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Master Agreement applies. The term of this Master Agreement shall commence on July 1, 2012 and terminate on June 30, 2013; provided, however, that the specific term for CONTRACTOR shall be as specified in the Referenced Contract Provisions of this Agreement, ~~unless otherwise sooner terminated as; and provided in further that the Referenced Contract Provisions of this Agreement; provided, however, CONTRACTOR~~ parties shall continue to be obligated to comply with the requirements and perform such the duties ~~as would normally extend beyond specified in this term, including but~~ Agreement. Such duties include, but are not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

#### ~~XXIV.~~ XXV. TERMINATION

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

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services

pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

#### D. CONTINGENT FUNDING

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

- a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR. ~~If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.~~

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

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

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
3. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with ~~their~~ client's best interests.
5. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
6. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
7. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of

ADMINISTRATOR.

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

#### **XXVI. 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.

#### **XXVII. 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 «UC\_NAME» «UC\_DBA»

5  
6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

7  
8  
9 TITLE: \_\_\_\_\_

10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

12  
13  
14 TITLE: \_\_\_\_\_

15  
16  
17  
18  
19 COUNTY OF ORANGE

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

22 HEALTH CARE AGENCY

23  
24  
25 APPROVED AS TO FORM  
26 OFFICE OF THE COUNTY COUNSEL  
27 ORANGE COUNTY, CALIFORNIA

28  
29  
30 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

31 DEPUTY

32  
33  
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 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  
OUTREACH AND ENGAGEMENT SERVICES  
WITH

«UC\_NAME» «UC\_DBA»

~~AUGUST~~ JULY 1, 2012~~+~~ THROUGH JUNE 30, 2013~~2~~

**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. Activity Form means a data collection form used to track each activity in which the group and/or individual participate.

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

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

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

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

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

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

G. CAT means a program within the Behavioral Health Services branch of the Orange County Health Care Agency comprised of licensed clinical social workers, marriage and family therapists, and behavioral health specialists, whose functions include

1. Crisis intervention for hospital diversions;

2. Evaluation for involuntary hospitalization (5150 Welfare and Institutions Code); assistance to police, fire, and social service agencies in response to psychiatric emergencies.

H. Community-Defined Evidence “validates practices that have a community-defined evidence base for effectiveness in achieving mental health outcomes for underserved communities. It also defines a process underway to nationally develop specific criteria by which practices’ effectiveness may be documented using community-defined evidence that eventually will allow the procedure to have an equal standing with evidence-based practices currently defined in the peer reviewed literature.” [National Network to Eliminate Disparities Latino Work Group] cited by California Department Mental Health, *Prevention And Early Intervention (PEI) Resource Materials*.



~~G~~

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

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

~~IK~~. Enrollment means the data entry of a participant's program information into COUNTY's Prevention and Intervention database for purposes of recording and tracking a participant's involvement in the program.

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

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

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

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

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

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

~~OR~~. Health Education means ~~the delivery of services to a specific person~~ providing information and/or family training on one or more health topics.

~~PS~~. Individual Intervention means any strategies or services rendered to a participant on a person-to-person level. Examples include, but are not limited to, education, case management, short-term therapy and life coaching to address individualized goals and objectives.

~~QT~~. Information Dissemination means the distribution of a collection of facts or data.

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

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

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

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



~~Y. T. Linkage to Services means the process of linking a participant to other pertinent services such as support services as self help groups, social services, residential services, rehabilitation services, vocational services, job training services, or other appropriate services.~~

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

~~V. Mental Health Services Act (//~~

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

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

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

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

~~ZAD. Participant Advocacy~~ means the provision of education and referral services to assist participants in getting appropriate care and services.

~~AA. AE. Participant to volunteer transition~~ Volunteer Transition means that an enrolled participant completes the program and is subsequently recruited as a volunteer, returning to the program to serve in a volunteer, rather than participant capacity.

~~AB. AF. PEI~~ means those programs directed towards individuals and families for education to prevent any onset of a mental health concern. Early Intervention programs are of short-duration (usually less than one year), relatively low-intensity intervention approaches to measurably improve a mental health problem or concern very early in its manifestation. The expected results are to avoid the need for more expensive mental health treatment or services, or to prevent a mental health problem from getting worse.

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

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

1 AI. Presentation/Speaking Engagement means structured, culturally-appropriate mental health  
2 education and prevention activities directed to participants.

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

7 ~~AD~~AK. Program Protocol means the written program description, goals, objectives, and policies  
8 established by CONTRACTOR for the program provided pursuant to the ~~is~~ Agreement.

9 ~~—AE~~

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

16 AO. Referral means an individual receives information or contacts for services or programs, or an  
17 unsuccessful linkage attempt.

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

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

26 ~~—AH. Request~~ means an act of asking for a Prevention and Early Intervention service to be rendered  
27 to a prospective participant.

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

31 ~~AR—AJ. Resource Linkage~~ means the process of researching and linking a participant with  
32 ~~community resources to meet his/her needs.~~

33 ~~—AK. Social Support~~ means assistance that may include companionship, emotional backing, cognitive  
34 guidance, material aid and special services.

35 ~~—AL~~ AS. Support Group means a group consisting of eight (8) to twelve (12) people (led by a  
36 therapist and a co-facilitator/survivor) who provide one another with unconditional support, information,  
37 and skills to cope with the psychological stressors and/or loss associated with attempted or completed

1 suicide.

2 AT. TAY means participants sixteen (16) to twenty-five (25) years of age.

3 AU. Training means the action or method used to transfer skills and/or knowledge to a target  
4 audience.

5 ~~—AM~~ AV. Train the Trainer means the process in which an individual or group passes on the  
6 skills, knowledge, and abilities of course work to others so they may become educators, coaches, tutors,  
7 mentors, etc., to disseminate information, material, and skills to others.

8 AW. Trauma-Exposed Individuals means those who are exposed to traumatic events or prolonged  
9 traumatic conditions, including grief, loss and isolation, including those who are unlikely to seek help  
10 from any traditional mental health service.

11 ~~AN~~ AX. Unduplicated Participant means an individual ~~that~~ who is counted only once, despite how many  
12 programs the individual is enrolled in during a contractual agreement period.

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

## 16 **II. BUDGET**

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

### 22 **BUDGET**

#### 23 **ADMINISTRATIVE COST**

24 Salaries \$«ADM\_SAL\_1»

25 Benefits «ADM\_BEN\_1»

26 Services and Supplies «ADM\_SS\_1»

27 Subcontractors «ADM\_SUBC1»\_

28 ~~—Indirect Costs~~ ~~45,207~~

29 Indirect Costs «ADM\_IC\_1»

30 ~~SUBTOTAL ADMINISTRATIVE~~ ~~\$ 45,207~~

31 SUBTOTAL ADMINISTRATIVE \$ «ADM\_SUB\_1»

#### 32 ~~PROGRAM COST~~

33 PROGRAM COST ~~—Salaries~~ ~~\$262,072~~

34 ~~Benefits~~ ~~60,277~~

35 Salaries \$«PGM\_SAL\_1»

36 Benefits «PGM\_BEN\_1»

37 ~~—Services and Supplies~~ ~~94,410~~

<u>Services and Supplies</u>	«PGM_SS_1»
<del>—Start-up Costs</del>	<del>36,367</del>
Subcontractors	«PGM_SUBC_1»
SUBTOTAL PROGRAM	\$«PGM_SUB_1»
REVENUE	
<del>—Mental Health Services Act/ Prop 63</del>	
<u>MHSA</u>	\$«REV_1»
SUBTOTAL REVENUE	\$«REV_SUB_1»
TOTAL <u>BUDGET</u>	
<del>AGGREGATE MAXIMUM</del>	
<del>OBLIGATION</del>	\$«MAX_OB_1»

#

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

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

### III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of

1 \$«ARREARS\_1» per month; provided, however, that the total of such payments ~~to CONTRACTOR~~  
 2 ~~and all other contract providers of Outreach and Engagement Program shall~~ do not exceed COUNTY's  
 3 Aggregate Maximum Obligations as set forth in the Referenced Contract Provisions of the ~~is~~ Agreement.

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

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

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

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

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

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

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

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

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

## IV. SERVICES

### A. FACILITIES

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

«FAC\_NAME»

«FACILITY\_ADDR»

«FAC\_C\_S\_Z»

2. CONTRACTOR shall maintain regularly scheduled service hours, five days a week throughout the year and maintain the capability to provide services during after-school hours until 8 p.m. and on weekends in order to accommodate participants unable to participate during regular business hours. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

3. ~~CONTRACTOR~~ shall promote participants' access and engagement ~~in~~ services by providing services ~~in other~~ throughout the community in locations beyond the designated facility. ~~These other~~ Other locations ~~might~~ may include but not be limited to private homes, schools, offices, and ~~various~~ other community locations appropriate for the provision of services.

### B. OUTREACH AND ENGAGEMENT SERVICES:

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

- a. Children (0-18 years of age);
- b. Transitional Age Youth (16-24);
- c. Adults (18-59); and
- d. Older Adults (60 and older).

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



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

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

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

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

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

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

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

e. Referrals and linkages to needed resources;

f. Life coaching to assist participants with identification and achievement of individualized goals and objectives;

g. Short-term individual counseling to participants, who exhibit early signs and symptoms of emotional and behavioral issues that without intervention could develop into full-blown mental disorders including co-occurring disorders as defined by ~~The Diagnostic and Statistical Manual of Mental Disorders, 4th edition (DSM-IV)~~ DSM-IV published by the American Psychiatric Association;

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

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

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

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

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

108. CONTRACTOR shall clearly establish written standards/guidelines on how inter- and intra-agency referrals ~~would~~will be managed. These standards/guidelines shall be approved by the ADMINISTRATOR, prior to implementation.

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

~~12. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the services referenced in subparagraph IV. above.~~

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## C. UNITS OF SERVICE

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

<u>TYPES</u> <u>UNITS OF</u> <u>ACTIVITIES</u> <u>SERVICES</u>	<u>ANNUAL</u> <u>CONTRACTED UNITS</u>	
OUTREACH		
Individual contacts	«OR_CONTACT_1»	14,400
Events	«EVENTS_1»	215
Other contacts (e.g. telephone, website, etc)	«OTHER_1»	900
Publicity campaign —(e.g. billboards, PSA, bus ads)	«PUB_1»	0
ENGAGEMENT		
Individual Intervention	«IND_INT_1_1»	1,655
Group Intervention	<<MERGE FIELD>>	
Education/Skills	«ED_SKILL_1»	160
Support	«SPPT_1»	200
Referrals	«REFER_1»	2,975
Linkages	«LINK_1»	794
TOTAL NUMBER OF NEW ENGAGED PARTICIPANTS (enrolled)		
TOTAL NUMBER OF ACTIVE UNDUPLICATED PARTICIPANTS AT THE END OF THE MONTH		
TOTAL NUMBER OF PARTICIPANTS THAT TRANSITIONED OUT YTD		
TRANSPORTATION	«TRANS_1»	660
VOLUNTEER CONTRIBUTION	«VOLNT_1»	1,600

~~2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Units of Service referenced in subparagraph C.1. above.~~

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

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

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

~~G~~ E. OUTCOME MEASURES

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

~~H~~ 2. CONTRACTOR shall be responsible for measuring and reporting outcome data on which priority populations are being reached, how the program is contributing to changes in the behavioral health system of care, participant improvements in quality of life, and referrals and linkages to other programs.

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

4. CONTRACTOR shall complete all surveys, tools, and pre/post tests as requested by HCA for measurement of outcomes of services. These include, but are not limited to, Well Being 5, EQ5 Visual Analog Scale, Customized Satisfaction and Knowledge Survey, Customized Providers Satisfaction and Knowledge Survey, and Pre/Post tests.

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

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

~~J~~ H. CONTRACTOR ~~shall collaborate with other Outreach and Engagement Service providers in forming a coalition or workgroup to identify service gaps, maximize services, cross-training of staff, and promote program visibility through collaborative publicity campaign(s).~~

~~K. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR under may mutually agree, in writing, to modify the terms Services Paragraph of this Exhibit A to the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.~~

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

## V. STAFFING

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

### FTEs

#### ADMINISTRATION

Executive Director	«EX_DIR_1»
Vice President Programs and Operations	«VP_PO_1»
Director/Manager of Finance	«DIR_FIN_1»
Manager, Human Resources	«M_HR_1»
Accountant	«ACCNT_1»
<u>Bookkeeper</u>	«BKKPR_1»
Bookkeeping Assistant	0.000«BK_ASSt_1»
<u>Administrative Assistant</u>	«ADM_ASST_1»
Receptionist	«RCPT_1»
<u>ADMIN Subcontractor</u>	«ADMIN_SUBC_1»
SUBTOTAL ADMINISTRATION	«ADM_SUB_11»

#### PROGRAM

Program Director	«PGM_DIR_1»
Clinical Director	«CL_DIR_1»
Clinician	«CLINICIAN_1»
Program Coordinator	«PGM_COORD_1»
Volunteer Coordinator	«VOL_CRD_1»
<u>Volunteer Assistant</u>	«VOL_AST_1»
Director of Evaluation	«DIR_EVAL_1»
<del>Administrative Support/Data Clerk</del>	0.500«EVAL_AST_1
<u>Evaluation Assistant</u>	»

Trainer	«TRAINER_1»
<u>Lead Outreach &amp; Engagement Specialist</u>	«LEAD_OE_SP_1»
<del>/Health Promoter</del>	<del>6.000</del>
<u>Outreach &amp; Engagement Specialist/</u>	
<u>Health Promoter/ Community Health Worker</u>	«OR_SPEC_1»
<u>Communication Specialist</u>	«COM_SPEC_1»
<u>Outreach &amp; Engagement Specialist Volunteer</u>	«OE_SP_VOL_1»
<u>Administrative Support/Data Clerk/Clerical</u>	«ADMIN_SPPT_1»
SUBTOTAL PROGRAM	«PGM_SUB_11»
SUBCONTRACTOR	«SUBC_1»
TOTAL FTEs	«TTL_FTE_1»

~~— B. 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. 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 staffing vacancies occurring at a time when bilingual and bicultural composition of the 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.

~~D.~~C. CONTRACTOR shall make its best effort to provide services pursuant to the ~~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; 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.

~~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 agreement.

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

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

~~HG.~~ CONTRACTOR and ADMINISTRATOR may mutually agree ~~to modify~~, in ~~advance and in~~ writing, ~~to modify the staffing requirements described in subparagraph V., above~~ Staffing Paragraph of this Exhibit A to the Agreement.

## **VI. REPORTS**

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

~~— B.~~ A. PROGRAMMATIC REPORTS – CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR no later than the twentieth (20th) calendar day of each month following the end of the month being reported. Programmatic reports shall be in a format approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the ~~is~~ Agreement, and any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, units of service, and changes in population served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly scheduled meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily in achieving all the terms of the ~~is~~ Agreement, and if not, specify what steps are being taken to achieve satisfactory progress.

~~CB.~~ EXPENDITURE AND REVENUE REPORT – CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described in the Services ~~p~~ Paragraph of this Exhibit A to the ~~is~~ Agreement. Any changes, modifications, or deviations to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following the end of the month being reported.

~~DC.~~ STAFFING REPORT – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall, at a minimum, report both the budgeted and actual salaries and FTEs of the positions stipulated in the Staffing ~~subp~~ Paragraph of this Exhibit A to the Agreement, and shall include the employees' names, licensure status, and hire and/or termination date, and any other pertinent

information as may be required by ADMINISTRATOR. Any changes, modifications, or deviations to any approved salary budgets/FTEs or actual salaries/FTEs exceeding approved amounts must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Staffing Report, or said cost deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day following the end of the month being reported.

~~ED.~~ MONTHLY PROJECTION REPORT – CONTRACTOR shall submit Monthly Projection Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR, and shall report anticipated year-end actual costs for CONTRACTOR's program described in the Services ~~p~~Paragraph of this Exhibit A to the ~~is~~ Agreement. Such reports shall include actual monthly costs to-date and anticipated monthly costs to the end of the fiscal year, and shall include a projection narrative justifying the year-end projections. Such report shall be submitted in conjunction with the Expenditure-Revenue Report, and shall be received by ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day following the end of the month being reported.

~~FE.~~ OUTCOME MEASURES – On a monthly basis, CONTRACTOR shall report Outcome Measures as outlined in ~~s~~Subparagraph IV.G.

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

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

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

## VII. RESPONSIBILITIES

A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all Program ~~Policies and Procedures (P&P)~~ as referenced in this Exhibit. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in individual staff personnel files.

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



1 C. ~~COUNTY~~ CONTRACTOR shall ~~provide, or cause~~ ensure that CONTRACTOR's program staff  
 2 pursuant to ~~be provided, training~~ the Agreement complete COUNTY's Annual Compliance Training and  
 3 ~~ongoing consultation~~ attend trainings as requested by ADMINISTRATOR.

4 D. CONTRACTOR shall attend regular meetings with ADMINISTRATOR to ~~CONTRACTOR's~~  
 5 ~~staff~~ discuss contractual and other issues related to ~~assist CONTRACTOR in ensuring~~, but not limited  
 6 to, compliance with ~~Health Care Agency (HCA) Standards of Care practices, policies and procedures,~~  
 7 ~~documentation standards~~ P&P, program services, and ~~any state regulatory requirements~~ performance  
 8 objectives and outcomes.

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

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

25 ~~E. COUNTY~~//

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27 F. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues  
 28 that adversely affect the quality or accessibility of participant-related services provided by, or under  
 29 contract with, the COUNTY as identified in the HCA's P&P.

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

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



1 I. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to  
2 ensure compliance with units of service standards and productivity.

3 ~~F. COUNTY~~ J. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective  
4 action plans.

5 ~~G. COUNTY~~ K. ADMINISTRATOR shall monitor CONTRACTOR's compliance with  
6 COUNTY ~~Policies and Procedures~~ P&P's.

7 HL. CONTRACTOR and ADMINISTRATOR may mutually agree, ~~in advance and~~ in writing, to  
8 modify ~~subparagraph VII., above~~ the Responsibilities Paragraph of this Exhibit A to the Agreement.

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