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REFERENCED CONTRACT PROVISIONS

Term: - July 1, 2012¹ through June 30, 2014²

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

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

Maximum Obligation: - ~~\$1,500,000~~

Period One Maximum Obligation:	\$1,482,235
Period Two Maximum Obligation:	1,482,235
TOTAL MAXIMUM OBLIGATION:	\$2,964,470

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: President
College Community Services
4281 Katella Avenue, Suite 201
Los Alamitos, CA 90720

CONTRACTOR's Insurance Coverages:

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

I. ACRONYMS

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

A.	ADL	Activities of Daily Living
B.	AMHS	Adult Mental Health Services
C.	AA	Alcoholics Anonymous
D.	ARRA	American Recovery and Reinvestment Act
E.	ASRS	Alcohol and Drug Programs Reporting System
F.	BBS	Board of Behavioral Sciences
G.	BHS	Behavioral Health Services
H.	CAT	Centralized Assessment Team
I.	CCC	California Civil Code
J.	CCR	California Code of Regulations
K.	CFR	Code of Federal Regulations
L.	CHPP	COUNTY HIPAA Policies and Procedures
M.	CHS	Correctional Health Services
N.	CSW	Clinical Social Worker
O.	DCR	Data Collection and Reporting
P.	DD	Dual Disorders
Q.	DHCS	Department of Health Care Services
R.	D/MC	Drug/Medi-Cal
S.	DPFS	Drug Program Fiscal Systems
T.	DRS	Designated Record Set
U.	DSH	Direct Service Hours
V.	DSM	Diagnostic and Statistical Manual of Mental Disorders
W.	EBP	Evidence-Based Practice
X.	EHR	Electronic Health Record
Y.	FSP	Full Service Partnership
Z.	FTE	Full Time Equivalent
AA.	HHS	Health and Human Services
AB.	HIPAA	Health Insurance Portability and Accountability Act
AC.	HSC	California Health and Safety Code
AD.	IMD	Institution for Mental Disease
AE.	IRIS	Integrated Records Information System
AF.	KET	Key Events Tracking
AG.	LPS	Lanterman-Petris Short
AH.	LPT	Licensed Psychiatric Technician

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

1 BT. XML Extensible Markup Language

2
3 **II. ALTERATION OF TERMS**

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

9
10 **III. ASSIGNMENT OF DEBTS**

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

18
19 **IV. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 C. COMPLIANCE TRAINING ~~=~~ ADMINISTRATOR shall make General Compliance Training
 24 and Provider Compliance Training, where appropriate, available to Covered Individuals.

25 ~~1.~~ 1. CONTRACTOR shall use its best efforts to encourage completion by Covered
 26 Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1)
 27 designated representative to complete all Compliance Trainings when offered.

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

30 ~~23.~~ 23. Such training will be made available to each Covered Individual annually.

31 ~~34.~~ 34. Each Covered Individual attending training shall certify, in writing, attendance at
 32 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
 33 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

34 D. CODE OF CONDUCT ~~=~~ ADMINISTRATOR has developed a Code of Conduct for adherence
 35 by ADMINISTRATOR's employees and contract providers.

36 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
 37 ADMINISTRATOR's Code of Conduct.

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

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

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

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

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

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

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

25 DE. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

3 4 **V. CONFIDENTIALITY**

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

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

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

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

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

27 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 mental health services that are administered by HCA, consolidation of the individual Cost Reports into a

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

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

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

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

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

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

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

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

1 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

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

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

31
32 Signed _____
33 Name _____
34 Title _____
35 Date _____"

36
37 **VII. DELEGATION AND ASSIGNMENT, AND SUBCONTRACTS**

1 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
 2 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
 3 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
 4 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
 5 they relate to the service or activity under subcontract, and include any provisions that
 6 ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon
 7 five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of
 8 this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate
 9 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
 10 ~~CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written~~
 11 ~~consent of COUNTY.~~ ADMINISTRATOR may disallow, from payments otherwise due
 12 CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

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

19 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 20 prior written consent of COUNTY. ~~C.~~ For CONTRACTORS which are for-profit organizations,
 21 any change in the business structure, including but not limited to, the sale or transfer of more than ten
 22 percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,
 23 including a change to a sole proprietorship, or a change in fifty percent (50%) or more of
 24 CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any
 25 attempted assignment or delegation in derogation of this paragraph shall be void.

27 VIII. EMPLOYEE ELIGIBILITY VERIFICATION

28 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
 29 regarding the employment of aliens and others and to ensure that employees, subcontractors and
 30 consultants performing work under this Agreement meet the citizenship or alien status requirement set
 31 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
 32 subcontractors and consultants performing work hereunder, all verification and other documentation of
 33 employment eligibility status required by federal or state statutes and regulations including, but not
 34 limited to, the Immigration Reform and Control Act of 1986, 8 ~~U.S.C.~~ USC §1324 et seq., as they
 35
 36
 37 currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such

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

4 IX. EQUIPMENT

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

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

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

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

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

36
37 F. CONTRACTOR must report any loss or theft of ~~Loaned~~ Equipment in accordance with the

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

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

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

11 ~~X. FACILITIES, PAYMENTS AND SERVICES~~

12 FACILITIES, PAYMENTS AND SERVICES

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

19 XI. INDEMNIFICATION AND INSURANCE

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

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

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

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

1 the named insured performed under contract with the County of Orange."

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

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

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

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

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

14 **XII. INSPECTIONS AND AUDITS**

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

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

30 C. AUDIT RESPONSE

31 1. Following an audit report, in the event of non-compliance with applicable laws and
32 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
33 as provided for in the Termination ~~p~~Paragraph or direct CONTRACTOR to immediately implement
34 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
35 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.
36

37 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement

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

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

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

14 **XIII. LICENSES AND LAWS**

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

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

- 26 1. ~~State of California Welfare and Institutions Code (WIC),~~ Divisions 5, 6 ~~& and~~ 9;
- 27 2. ~~State of California Health and Safety Code, Sections HSC, §§~~1250 et seq.;
- 28 3. ~~State of California Penal Code (PC),~~ Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
 29 Abuse Reporting;
- 30 4. ~~California Code of Regulations (CCR),~~ Title 9, Title 17, and Title 22;
- 31 5. ~~Code of Federal Regulations (CFR),~~ Title 42 and Title 45;
- 32 6. ~~United States Code (U.S.C.A.)~~ USC Title 42;
- 33 7. Federal Social Security Act, Title XVIII and Title XIX;
- 34 8. ~~The~~42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990 ~~(42~~
 35 ~~U.S.C.A., Chapter 126, 12101, et seq.);~~
- 36 9. ~~The Clean Air Act (42 U.S.C.A. Section~~ USC, §114 and ~~Section~~ §§1857, et seq.); ~~the~~
- 37

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. Health Insurance Portability and Accountability Act (14. HIPAA);~~ privacy rule,
as it may exist now, or be hereafter amended, and if applicable.

15. ~~Office of Management and Budget (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 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

1 Internet. Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR
2 consents thereto in writing.

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

7 **XV. MAXIMUM OBLIGATION**

8 The Total Maximum Obligations of COUNTY for services provided in accordance with this
9 Agreement ~~is~~ and the separate Maximum Obligations for Period One and Period Two are as specified in
10 the Referenced Contract Provisions of this Agreement.

12 **XVI. NONDISCRIMINATION**

13 A. EMPLOYMENT

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

24 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
25 shall state that all qualified applicants will receive consideration for employment without regard to
26 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
27 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement
28 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

33 B. SERVICES, BENEFITS, AND FACILITIES ~~=~~ CONTRACTOR shall not discriminate in the
34 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
35 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
36 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with
37 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964

1 (42 ~~U.S.C.A.~~USC §2000d); the Age Discrimination Act of 1975 (42 ~~U.S.C.A.~~USC §6101); and Title 9,
 2 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
 3 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
 4 regulations, as all may now exist or be hereafter amended or changed.

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

7 a. Denying a client or potential client any service, benefit, or accommodation.

8 b. Providing any service or benefit to a client which is different or is provided in a
 9 different manner or at a different time from that provided to other clients.

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

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

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

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

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

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

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

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

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

34 C. PERSONS WITH DISABILITIES ~~=~~ CONTRACTOR agrees to comply with the provisions of
 35 ~~Section~~§504 of the Rehabilitation Act of 1973 (29 ~~U.S.C.A.~~USC 794 et seq., as implemented in 45
 36 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 ~~U.S.C.A.~~USC 12101, et seq.),
 37 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs

1 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

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

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

10
11 **XVII. NOTICES**

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

- 14 1. When written and deposited in the United States mail, first class postage prepaid and
- 15 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
- 16 by ADMINISTRATOR;
- 17 2. When faxed, transmission confirmed;
- 18 3. When sent by Email; or
- 19 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
- 20 Service, or other expedited delivery service.

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

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

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

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

33
34 **XVIII. ~~NOTIFICATION OF DEATH~~ NOTIFICATION OF DEATH**

35 A. NON-TERMINAL ILLNESS DEATH

36 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
37 becoming aware of the death due to non-terminal illness of any person served hereunder; provided,

1 however, weekends and holidays shall not be included for purposes of computing the time within which
2 to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given
3 during normal business hours.

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

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

9 B. TERMINAL ILLNESS DEATH

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

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

19
20 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

28
29 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

33
34 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
35 75055(a), 75343(a), and 77143(a).

36 2. ~~State of California, Department of Alcohol and Drug Programs Reporting System (ASRS)~~
37 ~~manual.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 **XXI. REVENUE SEVERABILITY**

29 **A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to**
30 **clients to whom services, other than Medi-Cal Services, are provided pursuant to this Agreement, their**
31 **estates and responsible relatives, according to their ability to pay as determined by the State Department**
32 **of Mental Health's UMDAP procedure or by other payment procedure as approved in advance, and in**
33 **writing by ADMINISTRATOR; and in accordance with Title 9 of the California Code of Regulations.**
34 **Such fee shall not exceed the actual cost of services provided. No client shall be denied services**
35 **because of an inability to pay.**

36 **B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all**
37

1 available third-party reimbursement for which persons served hereunder may be eligible. Charges to
 2 insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

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

10 ~~XXII. SEVERABILITY~~

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

16 #

17 XXIII. SPECIAL PROVISIONS

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

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

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

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

25 3. Supplanting current funding for existing services.

26 4. Fundraising.

27 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 28 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

29 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
 30 services.

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

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

37 9. Severance pay for separating employees.

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

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

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

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

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

10 4. Funding travel or training (excluding mileage or parking).

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

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

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

16 #

17 **XXIV. STATUS OF CONTRACTOR**

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

29
30 **XXV. TERM**

31 The term of this Agreement shall commence and terminate as specified in the Referenced Contract
32 Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement;
33 provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend
34 beyond this term, including but not limited to, obligations with respect to confidentiality,
35 indemnification, audits, reporting and accounting.

36 //

37 **XXVI. TERMINATION**

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

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

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

9 1. The loss by CONTRACTOR of legal capacity.

10 2. Cessation of services.

11 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
12 another entity without the prior written consent of COUNTY.

13 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
14 required pursuant to this Agreement.

15 5. The loss of accreditation or any license required by the Licenses and Laws ~~p~~Paragraph of
16 this Agreement.

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

19 7. Unethical conduct or malpractice by any physician or licensed person providing services
20 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
21 removes such physician or licensed person from serving persons treated or assisted pursuant to this
22 Agreement.

23 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22
23 **XXVII. THIRD PARTY BENEFICIARY**

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

26
27 **XXVIII. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 ~~COLLEGE COMMUNITY SERVICES~~

5
6
7 BY: _____ DATED: _____

8
9
10 TITLE: _____

11
12
13 ~~COUNTY OF ORANGE~~

14
15
16 BY: _____ DATED: _____

17 HEALTH CARE AGENCY

18 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

19
20 ~~SIGNED AND CERTIFIED THAT A COPY~~
21 ~~OF THIS DOCUMENT HAS BEEN DELIVERED~~
22 ~~TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535~~
23 ATTEST:

24 _____ DATED: _____

25 ~~DARLENE J. BLOOM~~
26 ~~Clerk of the Board of Supervisors~~
27 ~~Orange County, California~~

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

31
32 BY: _____ DATED: _____

33 DEPUTY

34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by HCA.

EXHIBIT A
TO AGREEMENT WITH
COLLEGE COMMUNITY SERVICES
JULY 1, 2012¹ THROUGH JUNE 30, 2014²

I. DEFINITIONS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Agreement. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the is Agreement.

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

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

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

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

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

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

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

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

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

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

8 1. 3 M's means the Quarterly Assessment Form that is completed for each client every three
 9 months in the CAMINAR approved data collection system.

10 ~~2. CAMINAR Data Analyst/Outcomes Specialist means a specialized position with the~~
 11 ~~responsibility of ensuring the reliability of data entered into the CAMINAR system. This individual will~~
 12 ~~be able to analyze the data for the purpose of reporting and measuring outcomes and improvements~~
 13 ~~within the program.~~

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

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

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

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

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

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

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

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

8 K. Certified Reviewer means an individual that obtains certification by completing all requirements
 9 set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet
 10 ~~Modified for Contract Monitor / Contract Quality Assurance Staff.~~

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

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

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

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

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

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

31 ~~O. A Full Service Partnership~~ R. Face-to-Face means an encounter between client and
 32 provider where they are both physically present.

33 S. FSP

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

1 established including the client, psychiatrist, and ~~Personal Services Coordinator (PSC)~~ PSC. Whenever
 2 possible, these multidisciplinary teams will include a mental health nurse, marriage and family therapist,
 3 clinical social worker, peer specialist, and family members. The ideal client to staff ratio will be in the
 4 range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service
 5 delivery.

6 ~~1.~~ 1. Services will include, but not be limited to, the following:

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

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

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

~~P. FSP Program Director means an individual who has complete responsibility for the day to day function of a Full Service Partnership~~ ~~T. The Program Director is the highest level of decision making at a local, program level.~~

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

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

~~S. V. Intake means the initial meeting between a client and CONTRACTOR's staff and includes an evaluation to determine if the client meets program criteria and is willing to seek services.~~

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

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

~~U. Y. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing employment opportunities for the full service partnership members~~ clients and matching the job to the ~~member's~~ client's strengths, ~~desire~~ abilities, desires, and goals. This position will also ~~support the member~~ integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

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

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

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

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

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

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

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

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

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

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

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

35 8. Targeted Case Management means services that assist a beneficiary to access needed
 36 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The
 37 service activities may include, but are not limited to, communication, coordination and referral;

1 monitoring service delivery to ensure beneficiary access to service and the service delivery system;
 2 monitoring of the beneficiary's progress; and plan development.

3 ~~9.~~ 9. Therapy means a service activity which is a therapeutic intervention that focuses primarily
 4 on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an
 5 individual or group of beneficiaries which may include family therapy in which the beneficiary is
 6 present.

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

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

12 ~~AB.~~ ~~National Provider Identifier (AF. MORS)~~ is a recovery scale that COUNTY will be using for
 13 the Adult mental health programs. The scale will provide the means of assigning consumers to their
 14 appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today.
 15 MORS is ideally suited to serve as a recovery-based tool for identifying the level of service needed by
 16 participating members. The scale will be used to create a map of the system by determining which
 17 milestone(s) or level of recovery (based on the MORS) are the target groups for different programs
 18 across the continuum of programs and services offered by COUNTY.

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

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

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

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

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

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

14 ~~AH. AM.~~ Pharmacy Benefits Manager means the PBM Company that manages the medication
 15 benefits that are given to clients that qualify for medication benefits.

16 ~~AN.~~ Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical
 17 Psychology and is registered with the Board of Psychology as a registered Psychology Intern
 18 or Psychological Assistant, acquiring hours for licensing and waived in accordance with ~~W&IC~~ WIC
 19 section 575.2. The waiver may not exceed five (5) years.

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

24 AP. Program Director means an individual who has complete responsibility for the day to day
 25 function of the program. The Program Director is the highest level of decision making at a local,
 26 program level.

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

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

35 ~~AL.~~ ~~Protected Health Information (PHI)~~ AS. PHI means individually identifiable health
 36 information usually transmitted by electronic media, maintained in any medium as defined in the
 37 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is

1 created or received by a covered entity and relates to the past, present, or future physical or mental health
2 or condition of an individual, provision of health care to an individual, or the past, present, or future
3 payment for health care provided to an individual.

4 ~~▲ AMAT.~~ Psychiatrist means an individual who meets the minimum professional and licensure
5 requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section 623.

6 ~~▲ ANAU.~~ Psychologist means an individual who meets the minimum professional and licensure
7 requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section 624.

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

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

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

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

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

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

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

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

33 AY. Supportive Housing PSC means a person who provides services in a supportive housing
34 structure. This person will coordinate activities which will include, but not be limited to: independent
35 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
36 advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will
37 consult with the multidisciplinary team of clients assigned by the program. The PSC’s will be active in

1 supporting and implementing a full service partnership philosophy and its individualized, strengths-
2 based, culturally appropriate, and client-centered approach.

3 AZ. Supervisory Review means ongoing clinical case reviews in accordance with procedures
4 developed by COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor
5 compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review
6 is conducted by the program/clinic director or designee.

7 ~~BA. AR.RX America means the Pharmaceutical Benefits Management (PBM) company that~~
8 ~~manages the medication benefits that are given to Behavioral Health Services (BHS) & Medical &~~
9 ~~Institutional Health Services (MIHS) clients that qualify for medication benefits.~~

10 ~~AS. Token means the security device which allows an individual user to access the Health Care~~
11 ~~Agency (HCA) ADMINISTRATOR computer based Integrated Records Information System (IRIS).~~

12 ~~ATBB. UMDAP means Universal Method of Determining Ability to Pay (is the method used for~~
13 ~~determining the annual client liability for mental health services received from COUNTY mental health~~
14 ~~system and is set by the State of California).~~

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

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

23 ~~AU. Vocational Specialist means a specialized position dedicated to nurturing the client's interest~~
24 ~~and setting goals for involvement in education and vocational opportunities. This is accomplished by~~
25 ~~assisting the member to explore their strengths, past experiences of positive activities, hopes and dreams~~
26 ~~for the future.~~

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II. BUDGET

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

	<u>Total</u>		
	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COSTS</u>			
	\$195,652		
Indirect Costs	<u>193,335</u>	<u>\$ 193,335</u>	<u>\$ 386,670</u>
<u>SUBTOTAL</u>	\$195,652		
ADMINISTRATIVE COST	<u>193,335</u>	<u>\$ 193,335</u>	<u>\$ 386,670</u>
<u>PROGRAM COSTS</u>			
	\$745,268		
Salaries	<u>787,354</u>	<u>\$ 798,332</u>	<u>\$1,585,686</u>
	188,474		
Benefits	<u>200,708</u>	<u>203,494</u>	<u>404,202</u>
	352,841		
Services and Supplies	<u>300,838</u>	<u>287,074</u>	<u>587,911</u>
	\$1,286,583		
<u>SUBTOTAL</u> PROGRAM COST	<u>288,900</u>	<u>\$1,288,900</u>	<u>\$2,577,800</u>
	\$ 17,765		
START UP <u>TOTAL GROSS COST</u>	<u>1,482,235</u>	<u>\$1,482,235</u>	<u>\$2,964,470</u>
TOTAL COST <u>REVENUES</u>	\$1,500,000		
<u>MHSA</u>	<u>\$1,482,235</u>	<u>\$1,482,235</u>	<u>\$2,964,470</u>
<u>TOTAL REVENUE</u>	<u>\$1,482,235</u>	<u>\$1,482,235</u>	<u>\$2,964,470</u>
Mental Health Services Act	\$1,500,000		
TOTAL REVENUE			\$1,500,000
	\$1,500,235		
<u>TOTAL</u> MAXIMUM OBLIGATION	<u>\$1,482,235</u>	<u>\$1,482,235</u>	<u>\$2,964,470</u>

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

12 //

13 III. PAYMENTS

14 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
 15 ~~\$125,000~~ 123,520 per month ~~for Period One and Period Two.~~ All payments are interim payments only,
 16 and subject to Final Settlement in accordance with the Cost Report ~~p~~Paragraph of the Agreement for
 17 which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder;
 18 provided, however, the total of such payments does not exceed ~~COUNTY'S Total~~ the Maximum
 19 Obligation for each Period as stated in the Referenced Contract Provisions of the Agreement and,
 20 provided further, CONTRACTOR's costs are reimbursable pursuant to ~~County~~ COUNTY, State, and
 21 Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month
 22 for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

16 **IV. SERVICES**

17
 18 A. FACILITY ~~=~~ CONTRACTOR shall maintain one (1) facility for the provision of services
 19 described herein at the following location, or any other location approved, in advance, in writing, by
 20 ADMINISTRATOR:

21 ~~1910 N. Bush~~

22 401 South Tustin Street

23 Santa Ana Orange, California 92706 92866-2503

- 24 1. The facility shall include space to support the services identified within the ~~is~~ Agreement.
 25 2. The facility shall be open until at least 5:00 p.m.; provided, however, CONTRACTOR shall
 26 modify these hours of operation to include regularly scheduled evening and weekend hours in order to
 27 meet member needs.

28 B. PERSONS TO BE SERVED – The target groups for the Peer Support and Wellness Center
 29 (Wellness Center) consist of ~~those~~ adults residing in ~~Orange County, over~~ COUNTY, eighteen (18) years
 30 of age or older, who have been diagnosed with a serious mental illness and who may have a co-occurring
 31 disorder, ~~and who are~~. To benefit from services, members should be relatively stable ~~and who are~~,
 32 working on their recovery, ~~but~~ and may require a support system to assist them in maintaining their
 33 stability while continuing to progress in their personal growth and development. It is anticipated that the
 34 Wellness Center could host up to one hundred (100) members each day of operation.

1 C. SERVICES TO BE PROVIDED

2 1. CONTRACTOR shall provide a Wellness Center program that is culturally and
3 linguistically appropriate while focusing on personalized socialization, relationship building, assistance
4 maintaining benefits, setting employment goals, and providing educational opportunities. The Wellness
5 Center shall be grounded in a recovery model that will enable services to be provided to a diverse
6 member base.

7 2. Wellness Center services shall be ~~member-directed~~ person-driven and embedded within
8 ~~the~~ an array of services to include: individualized wellness recovery action plans, peer supports, social
9 outings, and recreational activities. Services should be provided by members. The Wellness Center
10 shall be based upon a non-reliance on professionals and peer-to-peer support in a non-judgmental
11 environment. A wide variety of weekend, evening, and holiday social activities shall be provided for
12 members to increase socialization and encourage integration into the community. The ultimate goal is to
13 reduce reliance on the mental health system and to increase self-reliance by building a healthy network
14 of support, which may involve the members family, friends, and significant others.

15 3. Wellness Center members shall be offered a broader range of personalized social
16 development services that are culturally relevant and tie into the recovery model.

17 4. The philosophy of the Wellness Center shall draw upon cultural strengths and utilize service
18 delivery and assistance in a manner that is trusted by, and familiar to, many of ~~Orange~~
19 ~~County's~~ COUNTY's ethnically and culturally diverse populations. Cultural and linguistic
20 appropriateness shall be a continuous focus in the development of the programming, recruitment, and
21 hiring of staff that speak the same language and have the same cultural background of the members that
22 are to be served. This inclusion of ~~Orange County's~~ COUNTY's multiple cultures will assist in
23 maximizing access to services offered at the Wellness Center. ~~The Orange County Health Care~~
24 ~~Agency~~ ADMINISTRATOR will provide education and training ~~for all~~ to staff ~~on~~ addressing cultural and
25 linguistic ~~issues~~ needs.

26 5. The Wellness Center shall have a member-driven Advisory Board which shall direct the
27 activities, provide recommendations for ongoing program development and adherence to the Wellness
28 Center's rules of conduct. CONTRACTOR shall:

29 a. Continue to solicit membership to the Advisory Board whenever a vacancy is created
30 through attrition of term limits or other vacancies;

31 b. Provide support and direction to the Advisory Board, maintaining structure, roles,
32 responsibilities and rules of order;

33 c. Collect membership survey data in order to assess achievement of performance
34 outcomes and utilize the data to further develop Wellness Center service delivery;

35 d. Develop and publish a weekly/monthly schedule of activities;

36 e. Maintain Wellness Center standards and guidelines for members including, but not
37 limited to:

- 1) Membership criteria;
- 2) Rules of Conduct; and
- 3) Equipment/resource utilization policies.

4 6. CONTRACTOR shall review and monitor procedures for and train all staff in member
5 crisis intervention, as required.

6 7. CONTRACTOR shall review and monitor plans for ongoing peer support of staff members.

7 8. CONTRACTOR shall, at a minimum, provide the following six (6) service components in
8 the Wellness Center program, as identified below:

9 a. Wellness/Advocacy/Recovery: The Wellness Center shall be primarily focused on
10 member wellness and advocacy. This may include classes on life skills, money management, member
11 empowerment and ~~Wellness Recovery Action Planning (WRAP)~~. WRAP. WRAP is a structured system
12 to help members monitor uncomfortable and distressing symptoms and to reduce those symptoms by
13 using planned responses. All WRAP groups shall be facilitated by peer members.

14 b. Indoor Recreation/Community Involvement: In addition to any outside recreation
15 activities planned, the Wellness Center shall also utilize an indoor recreation area. This multifaceted
16 space will serve various purposes as a classroom, arts center, a social room, and a performing arts stage.
17 A range of social, recreational, athletic and spiritual activities will be offered on and off site to increase
18 opportunities for community integration. CONTRACTOR shall schedule a minimum of two groups or
19 activities each month; however, the frequency of such activities shall be driven by members and the
20 Advisory Board.

21 c. Garden: The Wellness Center shall create and maintain an outdoor garden. The garden
22 shall be used to provide benefits for members on multiple levels. A garden will offer an area for
23 recreational therapy, learning job skills, team building exercises, and practicing responsibility.

24 d. Health & Wellness (Meditation/Relaxation): Member activities shall be developed that
25 support health and well-being. Exercise and nutrition classes, as well as spiritual resources shall be
26 offered, and a room shall be identified for meditation, relaxation, and quiet introspection.

27 e. Resource Center: The Wellness Center shall include a Resource Center that will offer
28 literature, computer access, videos, tapes and other educational materials to members. Members may
29 choose to check out specific material or use them in the Resource Center.

30 f. Vocational/Job Training: Offer training for employment readiness (resume writing,
31 interviewing, basic job skills), assistance in finding jobs for members with the intent of developing self-
32 esteem and independence around finding~~securing~~ and maintaining a job. Wellness Center staff shall
33 assist in finding volunteer and paid positions for members, and support members who are working to
34 facilitate success.

35 ~~79~~. CONTRACTOR shall collaborate with community support groups to include hosting
36 groups of interest to members such as ~~Alcoholics Anonymous (AA)~~ and ~~Narcotics Anonymous (NA)~~.
37 These self-help groups will meet in order to provide members with an avenue for full recovery. The

1 Wellness Center may offer ongoing 12-step groups geared towards members maintaining their sobriety
2 and living a healthy life.

3 ~~8~~10. CONTRACTOR shall possess the ability to provide or arrange for transportation of
4 members to planned community activities or events, and maintain the ability to provide or arrange
5 transportation for members for emergency services. Members shall be encouraged to utilize public
6 transportation or their own means of transportation whenever possible.

7 ~~9. CONTRACTOR shall attend:~~

8 ~~a. Meetings requested by County staff to address any aspect of Wellness Center services.~~

9 ~~b. Monthly COUNTY staff meetings with AMHS Program staff and Contract
10 Administrator to discuss contractual and other issues related to, but not limited to compliance with
11 policies and procedures, statistics and program services.~~

12 ~~c. Staff training for individuals by COUNTY representatives. Such training shall be
13 conducted by CONTRACTOR and/or COUNTY administrative staff.~~

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

17 D. PERFORMANCE OUTCOMES - CONTRACTOR shall during the term of the is Agreement,
18 be required to establish and achieve Performance Outcome Objectives, and track and report Performance
19 Outcome Objective statistics in monthly programmatic reports, ~~as outlined below.~~

20 ~~1E. CONTRACTOR shall track and monitor the number of members enrolled for participation
21 at the wellness center.~~

22 ~~2. CONTRACTOR shall track the number of groups provided per week and how many
23 members attend each group. These numbers shall be reported monthly.~~

24 ~~3. CONTRACTOR shall track the total number of activities provided on and off site for the
25 month as well as number of members who attended. These numbers shall be reported monthly.~~

26 ~~4. CONTRACTOR shall track member's satisfaction and /or desire for improvement in living
27 arrangements, education, and employment/work experience by using a quality of life scale in these areas
28 at enrollment and every three months thereafter.~~

29 ~~5. CONTRACTOR in partnership with ADMINISTRATOR will develop ongoing
30 measures/outcomes of programs target goals as program moves beyond its implementation phase.~~

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

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

V. STAFFING

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

	FTEs	
Regional Director	0.50	
Program Director	1.00	
Operations Manager	1.00	
Team Lead-Peer Mentor Lead	1.00	4.00
Peer Lead	3.00	
Peer Specialist	6.50	6.00
Peer Specialist - Bilingual	4.00	
Health Educator —LVN	0.50	
Office Manager	1.00	
Office Assistant	2.00	
TOTAL FTEs	20.50	20.00

B. Wellness Center Program Staff shall be persons with a history of being members of mental health services. Moreover, additional staff may consist of individuals who are professionals that may not have a history of being a member of services.

C. Program Director/Operations Manager roles and responsibilities shall include, but not be limited to:

1. Development of group topics and planned activities in conjunction with Member Advisory Board and Center member input;
2. Maintain ongoing communication with members on needs and desired activities in order to support and promote their continued recovery and assimilation into the larger mainstream community;
3. Research, evaluate, and implement the most current best practices as they relate to this level of recovery and independence. ~~Programs, including~~ continued progress towards achieving positive outcomes ~~is the responsibility of the Program Director and Manager;~~
4. Focus on outcomes and developing systems to measure recovery as a process (short term goals) and as an outcome (long term goal);
5. Submittal of quarterly data to ADMINISTRATOR with verification that outcome data is correct;
6. Development of all ~~policies-procedures~~ P&Ps regarding the program;
7. Fiscal and programmatic management of the Wellness Center's operating budget;
8. Development and ~~coordinate~~ In coordination of in-service training of staff, both initially and ongoing, on topics related to recovery-based services; and

1 9. Maintain ongoing communication with ~~County administrators~~ ADMINISTRATOR in
2 regards to program.

3 ~~—D. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns
4 and members of the Board of Directors which shall include, but not be limited to, standards related to
5 the use of drugs and/or alcohol; staff member relationships; prohibition of sexual contact with members;
6 and conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the
7 Board of Directors, employees, volunteers, and interns shall agree in writing to maintain the standards
8 set forth in the Code of Conduct. A copy of the Code of Conduct shall be provided to each member
9 upon admission and shall be posted in writing in a prominent place.~~

10 ~~—E~~ D. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
11 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.
12 Any staff vacancies occurring at a time when bilingual and bicultural composition of the program
13 staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless
14 ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with non-
15 bilingual and bicultural staff. Salary savings resulting from such vacant positions may not be used to
16 cover costs other than salaries and employees benefits unless otherwise authorized in advance and in
17 writing, by ADMINISTRATOR.

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

25 GF. CONTRACTOR shall recruit, hire, train and maintain staff who are individuals in
26 recovery. These individuals shall not be currently receiving services directly from CONTRACTOR.
27 Documentation may include, but not be limited to, the following: records attesting to efforts made in
28 recruitment and hiring practices and identification of measures taken to enhance accessibility for
29 potential staff in these categories.

30 HG. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
31 approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers as specified
32 in the respective job descriptions or work contracts.

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

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

3 ~~K.~~ J. ADMINISTRATOR and CONTRACTOR may mutually agree, in ~~advance and in~~ writing, to
4 ~~adjust~~ modify the ~~staffing requirements described in~~ Staffing Paragraph of this ~~paragraph~~ Exhibit A to the
5 Agreement.

6 7 **VI. REPORTS**

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

11 B. FISCAL

12 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
13 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
14 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
15 in the Services ~~p~~ Paragraph of ~~this~~ Exhibit A to the ~~is~~ Agreement. Any changes, modifications, or
16 deviations to any approved budget line item must be approved in advance and in writing by
17 ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost
18 deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no
19 later than twenty (20) calendar days following the end of the month being reported.

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

27 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
28 These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall, at a
29 minimum, report both the budgeted and actual salaries and FTEs of the positions stipulated in the
30 Staffing ~~subp~~ Paragraph of this Exhibit A to the Agreement, and shall include the employees' names,
31 licensure status, and hire and/or termination date, and any other pertinent information as may be required
32 by ADMINISTRATOR. Any changes, modifications, or deviations to any approved salary
33 budgets/FTEs or actual salaries/FTEs exceeding approved amounts must be approved in advance and in
34 writing by ADMINISTRATOR and annotated on the monthly Staffing Report, or said cost deviations
35 may be subject to disallowance. The reports shall be received by ADMINISTRATOR no later than
36 twenty (20) calendar days following the end of the month being reported.

1 D. PROGRAMMATIC – Throughout the term of the ~~the~~ Agreement, CONTRACTOR shall submit
 2 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
 3 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
 4 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of
 5 CONTRACTOR's progress in implementing the provisions of the ~~the~~ Agreement, and any pertinent facts
 6 or interim findings, staff changes, status of licenses and/or certifications, changes in population served
 7 and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their
 8 programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state
 9 whether or not it is progressing satisfactorily in achieving all the terms of the ~~the~~ Agreement, and if not,
 10 shall specify what steps are being taken to achieve satisfactory progress.

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

15 F. CONTRACTOR ~~shall advise and~~ ADMINISTRATOR ~~of any special incidents, conditions or~~
 16 ~~issues that adversely affect~~ may mutually agree, in writing, to modify the quality or accessibility of
 17 ~~member-related services provided by, or under contract with,~~ Reports Paragraph of this Exhibit A to the
 18 COUNTY Agreement.

20 VII. RESPONSIBILITIES

21 A. CONTRACTOR ~~and ADMINISTRATOR RESPONSIBILITIES;~~

22 ~~1. CONTRACTOR~~ shall ensure that all staff are trained and have a clear understanding of all
 23 ~~Policies and Procedures (P&P)s.~~ CONTRACTOR shall provide signature confirmation of the P&P
 24 training for each staff member and ~~placed~~ place it in their personnel files.

25 ~~2B.~~ CONTRACTOR shall establish a written smoking policy, which shall be reviewed and
 26 approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is
 27 permitted.

28 ~~3C.~~ CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and
 29 approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal
 30 with neighbor complaints and staff contact information available to neighboring residents.

31 ~~4D.~~ CONTRACTOR shall ensure that all staff complete ~~the County's~~ COUNTY's Annual
 32 Compliance Training.

33 ~~5E.~~ COUNTY shall provide, or cause to be provided, training and ongoing consultation to
 34 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ~~Health Care Agency~~
 35 ~~(HCA)~~ ADMINISTRATOR Standards of Care practices, ~~policies and procedures~~ P&Ps, documentation
 36 standards and any state regulatory requirements.

1 F. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
2 welfare of clients, including but not limited to serious physical harm to self or others, serious destruction
3 of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR
4 shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.
5 CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that
6 adversely affect the quality or accessibility of client-related services provided by, or under contract with,
7 COUNTY as identified in the ADMINISTRATOR P&Ps.

8 G. CONTRACTOR shall attend:

- 9 1. Meetings requested by County staff to address any aspect of Wellness Center services.
- 10 2. Monthly ADMINISTRATOR meetings to discuss contractual and other issues related to,
11 but not limited to compliance with policies and procedures, statistics and program services.
- 12 3. Staff training for individuals by COUNTY representatives. Such training shall be
13 conducted by CONTRACTOR and/or COUNTY staff.

14 H. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
15 conduct research activity on COUNTY members without obtaining prior written authorization from
16 ADMINISTRATOR.

17 I. PERFORMANCE OUTCOMES:

- 18 1. CONTRACTOR shall track and monitor the number of members enrolled for participation
19 at the Wellness Center.
- 20 2. CONTRACTOR shall track the number of groups provided per week and how many
21 members attend each group. These numbers shall be reported monthly.
- 22 3. CONTRACTOR shall track the total number of activities provided on and off site for the
23 month as well as number of members who attended. These numbers shall be reported monthly.
- 24 4. CONTRACTOR shall track members' satisfaction and /or desire for improvement in living
25 arrangements, education, and employment/work experience by using a quality of life scale in these areas
26 at enrollment and every three months thereafter.
- 27 5. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing
28 measures/outcomes of program's target goals.

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

34 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
35 Responsibilities Paragraph of this Exhibit A to the Agreement.

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