

1   AGREEMENT FOR PROVISION OF  
2   CHILDREN AND TRANSITIONAL AGE YOUTH  
3   MENTORING SERVICES  
4   BETWEEN  
5   COUNTY OF ORANGE  
6   AND  
7   ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH  
8   DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
9   JULY 1, 2012~~1~~ THROUGH JUNE 30, 2013~~2~~

10  
11        THIS AGREEMENT entered into this 1st day of July 2012~~1~~, which date is enumerated for purposes  
12 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
13 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH, DBA MENTAL HEALTH  
14 ASSOCIATION OF ORANGE COUNTY, a California nonprofit corporation (CONTRACTOR). This  
15 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

16   **W I T N E S S E T H :**

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19        WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
20 Children and Transitional Age Youth Mentoring Services described herein to the residents of Orange  
21 County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

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

**Maximum Obligation:** \$500,000

**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:** Orange County Association for Mental Health  
dba Mental Health Association Of Orange County  
822 Town and Country Road  
Orange, CA 92868

**CONTRACTOR's Insurance Coverages:**

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

I. ACRONYMS ~~ALTERATION OF TERMS~~

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

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

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

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

## II. ALTERATION OF TERMS

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

## III. ASSIGNMENT OF DEBTS

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

## IV. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

1        ~~34~~. Each Covered Individual attending training shall certify, in writing, attendance at  
 2 compliance training. CONTRACTOR shall retain the certifications. Upon written request by  
 3 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

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

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

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

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

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

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

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

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

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

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

1 ~~agents.~~

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

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

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

10 //

## 11 **V. CONFIDENTIALITY**

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

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

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

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

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

## VI. COST REPORT

1  
2 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days  
3 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance  
4 with all applicable federal, state and county requirements ~~and~~ generally accepted accounting principles  
5 and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and  
6 indirect costs to and between programs, cost centers, services, and funding sources in accordance with  
7 such requirements and consistent with prudent business practice, which costs and allocations shall be  
8 supported by source documentation maintained by CONTRACTOR, and available at any time to  
9 ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for  
10 mental health services that are administered by HCA, consolidation of the individual Cost Reports into a  
11 single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.  
12 CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business  
13 days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a  
14 consolidated Cost Report.

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

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

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

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

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

35 B. The individual and/or consolidated Cost Report shall be the final financial and statistical report  
36 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to  
37 CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly

1 or indirectly related to the services to be provided hereunder. ~~The~~The individual and consolidated Cost  
2 Report shall be the final financial record for subsequent audits, if any.

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

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

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

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

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

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

32 #  
33 #  
34  
35  
36  
37 #



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

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

**VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

#### 5 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

#### 17 **IX. EQUIPMENT**

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

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

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

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

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

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

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

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

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

23 //

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

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

## 30 **XI. INDEMNIFICATION AND INSURANCE**

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



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

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

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

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

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

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

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

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

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

## 24 **XII. INSPECTIONS AND AUDITS**

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

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

1 | evaluation or monitoring.

2 | C. AUDIT RESPONSE

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

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

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

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

22 | //

23 | **XIII. LICENSES AND LAWS**

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

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

- 35 | 1. ~~State of California Welfare and Institutions Code (WIC),~~ Divisions 5, 6 ~~& and~~ 9;
- 36 | 2. ~~State of California Health and Safety Code, Sections~~ HSC, §§1250 et seq.;
- 37 | 3. ~~State of California Penal Code (PC),~~ Part 4, Title 1, Chapter 2, Article 2.5 relating to Child

## 1 Abuse Reporting;

- 2 4. ~~California Code of Regulations (CCR)~~, Title 9, Title 17, and Title 22;
- 3 5. ~~Code of Federal Regulations (CFR)~~, Title 42 and Title 45;
- 4 6. ~~United States Code (U.S.C.A.)~~ USC Title 42;
- 5 7. Federal Social Security Act, Title XVIII and Title XIX;
- 6 8. ~~The~~ 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990 ~~(42~~  
7 ~~U.S.C.A., Chapter 126, 12101, et seq.)~~;
- 8 9. ~~The Clean Air Act~~ ~~(42 U.S.C.A. Section~~ USC, §114 and Section §§1857, et seq.), ~~the~~  
9 Clean Air Act.
- 10 10. ~~The~~ 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act ~~(33~~  
11 ~~U.S.C.A. 84, Section 308 and Sections 1251 et seq.)~~;
- 12 11. 31 USC 7501.70, Federal single Audit Act of 1984 ~~(31 U.S.C.A. 7501.70)~~;
- 13 12. Policies and procedures set forth in ~~Mental Health Plan (MHP)~~ Letters;
- 14 13. Policies and procedures set forth in ~~Department of Mental Health (DMH)~~ DHCS Letters;
- 15 14. ~~Orange County Medi-Cal Mental Health Managed Care Plan;~~
- 16 ~~15. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case~~  
17 ~~Management.~~
- 18 ~~16. Health Insurance Portability and Accountability Act (HIPAA);~~ privacy rule, as it may exist  
19 now, or be hereafter amended, and if applicable.
- 20 ~~17. Office of Management and Budget (~~  
21 ~~15. OMB) Circulars A-87, A-89, A-110, A122, and A-133~~ 122.

## 22 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 23 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
24 of the award of this Agreement:
- 25 a. In the case of an individual contractor, his/her name, date of birth, social security  
26 number, and residence address;
- 27 b. In the case of a contractor doing business in a form other than as an individual, the  
28 name, date of birth, social security number, and residence address of each individual who owns an  
29 interest of ten percent (10%) or more in the contracting entity;
- 30 c. A certification that CONTRACTOR has fully complied with all applicable federal and  
31 state reporting requirements regarding its employees;
- 32 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage  
33 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.
- 34 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by  
35 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting  
36 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings  
37 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and

1 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute  
2 grounds for termination of this Agreement.

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

#### 7 **XIV. LITERATURE AND ADVERTISEMENTS**

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

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

18 #

#### 19 **XV. MAXIMUM OBLIGATION**

20 The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is  
21 in the Referenced Contract Provisions of this Agreement.

#### 22 **XVI. NONDISCRIMINATION**

##### 23 A. EMPLOYMENT

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

34 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
35 shall state that all qualified applicants will receive consideration for employment without regard to  
36 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
37

1 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement  
2 shall be deemed fulfilled by use of the phrase “an equal opportunity employer.”

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

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

16 1. For the purpose of this subparagraph B., ~~“discrimination”~~ includes, but is not limited to  
17 the following based on one or more of the factors identified above:

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

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

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

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

37 2) Throughout the problem resolution and grievance process, client rights shall be



1 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be  
2 informed of their right to access the Patients' Rights Office at any time.

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

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

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

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

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

## 21 **XVII. NOTICES**

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

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

27 2. When faxed, transmission confirmed;

28 3. When sent by Email; or

29 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
30 Service, or other expedited delivery service.  
31

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

36 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
37 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such

1 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
2 damage to any COUNTY property in possession of CONTRACTOR.

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

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

## 7 8 **XVIII. NOTIFICATION OF DEATH**

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

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

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

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

### 20 **B. TERMINAL ILLNESS DEATH**

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

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

## 30 31 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

1 be approved by ADMINISTRATOR prior to distribution.

2  
3 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

7 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),  
8 75055(a), 75343(a), and 77143(a).

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

10 3. Title 45 ~~Code of Federal Regulations (CFR)~~, CFR, §164.501; §164.524; §164.526;  
11 §164.530(c) and (j).

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

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

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

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

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

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

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

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

36  
37 G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in



1 accordance with the terms of this Agreement and common business practices. If documentation is  
2 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

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

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

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

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

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

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

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

### 34 ~~XX. REVENUE~~

35  
36 ~~A. CLIENT FEES—CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to~~  
37 ~~clients, except AB 3632 clients, to whom services, other than Medi-Cal Services, are provided pursuant~~

1 ~~to this Agreement, their estates and responsible relatives, according to their ability to pay as determined~~  
 2 ~~by the State Department of Mental Health's "Uniform Method of Determining Ability to Pay" (UMDAP)~~  
 3 ~~procedure, and in accordance with Title 9 of the California Code of Regulations. Such fee shall not~~  
 4 ~~exceed the actual cost of services provided. No client shall be denied services because of an inability to~~  
 5 ~~pay.~~

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

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

15 #

## 16 ~~-~~**XXI. SEVERABILITY**

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

## 22 **XXII. SPECIAL PROVISIONS**

23  
 24 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
 25 purposes:

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

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

- 31 3. Supplanting current funding for existing services.
- 32 4. Fundraising.

33 ~~— 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~  
 34 ~~CONTRACTOR's staff, volunteers, or members of the Board of Directors.~~

35 ~~— 6~~ 5. Reimbursement of CONTRACTOR's members of the Board of Directors for  
 36 expenses or services.

- 37 7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,

1 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making  
2 salary advances or giving bonuses to CONTRACTOR's staff.

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

6 8. Severance pay for separating employees.

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

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

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

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

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

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

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

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

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

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

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

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

**TAX LIABILITY**

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

**XXIV. TERM** ~~**XXV. TERM**~~

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

//

**XXV. TERMINATION**

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

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

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

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

1 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
2 Agreement.

3 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

37 8. Provide written notice of termination of services to each client being served under this

1 Agreement, within fifteen (15) calendar days of receipt of Termination Notice by ADMINISTRATOR.  
2 A copy of the notice of termination of services to each client must also be provided to  
3 ADMINISTRATOR within the fifteen (15) calendar day period.

4 ~~F~~G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be  
5 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.  
6

7 **XXVI. THIRD PARTY BENEFICIARY**

8 Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
9 including, but not limited to, any subcontractors or any clients provided services hereunder.  
10

//

11 **XXVII. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH  
5 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY

6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
7

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

10 ~~BY: \_\_\_\_\_ DATED: \_\_\_\_\_~~

11 ~~TITLE: \_\_\_\_\_~~  
12

13  
14 COUNTY OF ORANGE

15  
16 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

17 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

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

22 \_\_\_\_\_ DATED: \_\_\_\_\_

23 ~~DARLENE J. BLOOM~~  
24 ~~Clerk of the Board of Supervisors~~  
25 ~~Orange County, California~~

26 HEALTH CARE AGENCY

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

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

32 DEPUTY  
33

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



EXHIBIT A  
 TO AGREEMENT WITH  
 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH  
 DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
 FOR  
 CHILDREN AND TRANSITIONAL AGE YOUTH  
 MENTORING SERVICES  
 JULY 1, 2012~~1~~ THROUGH JUNE 30, 2013~~2~~

**I. DEFINITIONS**

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

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

~~— B. A. Active and Ongoing Case Load means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to Clients into COUNTY's ~~Integrated Records Information System (IRIS)~~. Documentation also includes level, frequency, and duration of services received by Clients, and these services must be consistent with Clients' level of impairments as well as treatment goals. In addition, services are to be individualized and solution-focused, using evidenced-based practices.~~

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

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

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

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

~~— 2. Data Certification means reviewing outcome data mandated by the State and COUNTY for accuracy and signing a "Certification of Accuracy of Data" attesting to the accuracy of data entered into CAMINAR.~~

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



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

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

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

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

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

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

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

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

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

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

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

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

1 ~~LK.~~ Education Coordinator means an individual who is responsible for providing assistance and  
 2 support with educational and vocational services as well as developing resources for those ~~C~~clients that  
 3 wish to further their education or training.

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

10 ~~NM.~~ Engagement means the process where a trusting relationship between CONTRACTOR's  
 11 staff and ~~C~~client is developed over a short period of time, so CONTRACTOR and ~~C~~client can develop a  
 12 plan to link the ~~C~~client to appropriate services within the community. Engagement of ~~Client~~the client is  
 13 the objective of a successful outreach.

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

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

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

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

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

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

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

1 ~~V~~U. Housing Coordinator means an individual who is responsible for assisting Clients with  
 2 housing solutions. This individual is also responsible for outreach and networking within the  
 3 community to maintain an up-to-date record of available housing resources. In addition, the coordinator  
 4 will work with the Family Team to assess the needs of Clients.

5 ~~W~~V. Individual Services and Support Funds (Flexible Funds) means funds used to provide  
 6 Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their  
 7 mental illness and improve their overall quality of life. Flexible Funds are generally categorized as  
 8 housing, Client transportation, food, clothing, medical, and miscellaneous expenditures that are  
 9 individualized and appropriate to support Clients' mental health treatment activities.

10 ~~X~~W. Intake means the initial meeting between a Client and CONTRACTOR's staff, and  
 11 includes an evaluation of the Client to determine if the Client meets program criteria and is willing to  
 12 seek services.

13 ~~X~~. ~~Y.~~ Integrated Records and Information System (IRIS) means the County of Orange, Health  
 14 Care Agency's COUNTY's database system that collects Clients' information such as registration,  
 15 scheduled appointments, laboratory information system, billing invoice and reporting capabilities,  
 16 compliance with regulatory requirements, electronic medical records, and other relevant applications.

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

22 ~~AA~~Z. Licensed Marriage and Family Therapist MFT means a licensed individual, pursuant to the  
 23 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of  
 24 Chapter 14 of the California Business and Professions Code, who can provide clinical services to  
 25 Clients-clients. The license must be current and in force, and has not been suspended or revoked. Also,  
 26 it is preferred that the individual has at least one (1) year of experience treating children and TAY.

27 AA. LPC means a licensed individual, pursuant to the provisions of Chapter 13 of the California  
 28 Business and Professions Code, pursuant to the provisions of Chapter 16 of the California Business and  
 29 Professions Code, who can provide clinical service to clients. The license must be current and in force,  
 30 and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year  
 31 of experience treating children and Transitional Age Youth TAY.

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

35 ~~LPT~~AC. ~~Licensed Psychologist~~ means a licensed individual, pursuant to the provisions of Chapter  
 36 6-610 of the California Business and Professions Code, who can provide clinical services to Clients.  
 37 The license must be current and in force, and has not been suspended or revoked. Also, it is preferred

1 that the individual has at least one (1) year of experience treating children and ~~Transitional Age~~  
2 ~~Youth~~TAY.

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

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

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

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

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

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

30 1. Assessment means a service activity, which may include a clinical analysis of the history  
31 and current status of a Client's mental, emotional, behavioral disorder, and relevant cultural issues.  
32 The Assessment also needs to include history of services being provided, diagnosis, and use of testing  
33 procedures.

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

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

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

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

16           6. Rehabilitation Service means an activity which includes assistance to improving,  
17 maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and  
18 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or  
19 medication education.

20           7. Targeted Case Management means services that assist a Client to access needed medical,  
21 educational, social, prevocational, vocational, rehabilitative, or other community services. These service  
22 activities may include, but are not limited to: communicating and coordinating services through referral;  
23 monitoring service delivery to ensure Clients' access to service and the service delivery system; and  
24 tracking of Clients' progress and plan development.

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

34           9. Therapy means a therapeutic intervention that focuses primarily on symptom reduction as a  
35 means to improve functional impairments. Therapy may be delivered to a Client or a group of Clients,  
36 which may include family therapy with Client being present.



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

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

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

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

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

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

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

35 ~~AL. Notice of Action (AM. NOA-A)~~ means a Medi-Cal requirement that informs the  
36 beneficiary that she/he is not entitled to any specialty mental health service. The ~~County of~~  
37 ~~Orange~~ COUNTY has expanded the requirement for an NOA-A to all beneficiaries requesting an

1 assessment for services and found not to meet the Medical Necessity criteria for specialty mental health  
2 services.

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

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

15 ~~AOAP. Outreach~~ means linking potential Clients to appropriate mental health services within the  
16 community. Outreach activities will include educating the community about the services offered and  
17 requirements for participation in the programs. Such activities may result in the CONTRACTOR  
18 developing Referral sources for Clients from various programs being offered within the community.

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

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

30 ~~AR. Pharmaceutical Benefits Management (AS. PBM) Company~~ means a company  
31 contracted by the County COUNTY that manages the medication benefits for Behavioral Health Services  
32 (BHS) and Medical and Institutional Health Services (MIHS) Clients that are qualified for medication  
33 benefits.

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

- 36 1. A statement of an overall goal or vision for the Client and Client's family.
- 37 2. The strengths of the Client and Client's family.

3. The needs, as defined by specific life areas that must be met to achieve the goal(s) of the Client and Client's family.
4. Prevention and intervention Safety Plans.
5. The type, frequency, and duration of intervention strategies.
6. Financial responsibility for the components of the POC.
7. Desired outcomes.

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

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

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

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

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

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

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



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

5 ~~BC. QIC~~ means a committee that meets quarterly to review one percent (1%) of all “high-risk”  
 6 Medi-Cal Clients in order to monitor and evaluate the quality and appropriateness of services provided.  
 7 At a minimum, the committee is comprised of ~~one (1) COUNTY~~ ADMINISTRATOR, one (1) clinician,  
 8 and one (1) physician who are not involved in the clinical care of the cases.

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

12 ~~BCBE. Referral~~ means effectively linking Clients to other services within the community and  
 13 documenting follow-up provided within five (5) business days to assure that Clients have made contact  
 14 with the referred service(s).

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

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

27 ~~BEBH. Supervisory Review~~ means ongoing clinical case reviews in accordance with procedures  
 28 developed by ~~the County of Orange~~ COUNTY to determine the appropriateness of the diagnosis and  
 29 treatment plan for Clients, as well as to monitor compliance to the minimum ~~CYS~~ ADMINISTRATOR  
 30 and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or  
 31 designee.

32 ~~BFJ. Token~~ means the security device which allows an end-user to access the ~~County of Orange,~~  
 33 ~~Health Care Agency’s (HCA)~~ ADMINISTRATOR’s computer based ~~Integrated Records Information~~  
 34 ~~System (IRIS).~~

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

1 ~~BHBK~~. Wellness Coordinator means an individual who specializes in assisting Clients with access to a  
 2 myriad of health care needs, nutrition resources, and other community supports. This individual will be  
 3 responsible for documenting the services required, as well as communicating the needs of Clients to the  
 4 Family Team.

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

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

17 #

## 18 II. BUDGET

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

	<u>BUDGET</u>	<u>BUDGET</u>
25 ADMINISTRATIVE COST		
26 Salaries	\$37,926	\$27,792
27 Benefits	8,018	6,017
28 Services and Supplies	12,416	12,016
29 <del>Subcontractors</del>		6,500
30 SUBTOTAL ADMINISTRATIVE COST	<u>58,360</u>	<u>\$52,325</u>
31		
32 PROGRAM COST		
33 Salaries	\$294,783	\$289,003
34 Benefits	62,317	62,569
35 Services and Supplies	\$84,540	96,103
36		
37 SUBTOTAL PROGRAM COST	<u>441,640</u>	<u>\$447,675</u>

1		
2	TOTAL GROSS COST	\$500,000
3		
4	REVENUE	
5	<del>Mental Health Services Act</del>	<u>\$500,000</u>
6	<u>MHSA</u>	
7	TOTAL REVENUE	\$500,000
8		
9	TOTAL MAXIMUM OBLIGATION	\$500,000
10		

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

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

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

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

### 4 III. PAYMENTS

5 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$41,667  
 6 per month. All payments are interim payments only, and subject to ~~Final Settlement~~ final settlement in  
 7 accordance with the Cost Report ~~p~~ Paragraph of the Agreement for which CONTRACTOR shall be  
 8 reimbursed for the actual cost of providing the services, ~~which may include Indirect Administrative~~  
 9 ~~Costs, as identified in Paragraph H.A. of this Exhibit A;~~ provided, however, the total of such payments  
 10 does not exceed COUNTY's ~~Total~~ Maximum Obligation as stated in the Referenced Contract Provisions  
 11 of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to  
 12 ~~county~~ COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay  
 13 supplemental ~~billings~~ invoices for any month for which the provisional amount specified above has not  
 14 been fully paid.

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

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

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

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

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

37 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply

1 with any provision of this Agreement.

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

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

7  
8 **IV. SERVICES**

9 **A. FACILITIES**

10 1. CONTRACTOR shall maintain a minimum of one (1) facility which meets the COUNTY's  
11 requirements for the provision of Mental Health Mentoring Services for Children, ~~Transitional Age~~  
12 ~~Youth (TAY)~~, TAY, and their parent(s)/guardian(s) at the following location or any other location  
13 approved by ADMINISTRATOR:

14  
15 790 Town & Country Road  
16 Orange, CA 92868

17  
18 2. The facility shall:  
19 a. Have accessible parking for consumers, including spaces for persons with disabilities.  
20 b. Be located in a location that is readily accessible by public transportation and accessible  
21 to persons with disabilities.

22 3. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday  
23 schedule, unless otherwise approved, in writing, by ADMINISTRATOR. However, CONTRACTOR is  
24 encouraged to provide the aforementioned services on holidays, whenever possible.

25 4. CONTRACTOR shall maintain regularly scheduled service hours, five days a week  
26 throughout the year and maintain the capability to provide services during after-school hours on  
27 weekdays and on weekends, if necessary, in order to accommodate Clients.

28 B. INDIVIDUALS TO BE SERVED C CONTRACTOR shall provide the services hereunder to  
29 clients, between the ages of birth (0) and twenty-five (25), until 26th birthday, and their families, who  
30 have been referred or approved by ADMINISTRATOR. Services to clients shall be individualized and  
31 delivered in the language preferred by the client.

32 **C. MENTORING SERVICES**

33 1. CONTRACTOR shall deliver Mental Health Mentoring Services to ~~Serious-Emotionally~~  
34 ~~Disturbed (SED)~~ and ~~Seriously Mentally Ill (SMI)~~ Clients and their parent(s)/guardian(s) who are  
35 receiving mental health services in ~~the county~~ COUNTY or contract operated mental health programs.



1 2. CONTRACTOR shall accept requests for mentoring services from therapists providing  
 2 mental health services in the ~~county~~ COUNTY or contract operated programs including, but not limited  
 3 to, ~~C~~clients meeting the following criteria:

- 4 a. ~~Orange County~~ COUNTY residents;  
 5 b. ~~d~~Displaying behaviors or a history indicative of SED as defined by the California  
 6 ~~Welfare and Institutions Code~~ WIC 5000.3;  
 7 c. ~~e~~Experiencing significant familial conflict;  
 8 d. ~~at~~At risk of hospitalization and/or out-of-home placement or homelessness;  
 9 e. ~~u~~Unserved or underserved because of linguistic or cultural isolation; and  
 10 f. Clients with intensive short-term support needs but could be returned to their families  
 11 or independent living situation from inpatient or out-of-home care.

12 3. CONTRACTOR shall be responsible for the recruitment of all mentors and volunteers used  
 13 in the program.

14 a. Recruitment efforts shall include, but not be limited to, recruiting from the corporate,  
 15 professional, educational and faith-based community organizations in ~~Orange County~~ COUNTY, as well  
 16 as other neighborhood and cultural groups that represent the local demographics. Recruitment efforts  
 17 shall take into consideration the principles outlined in the MHSA and shall include those who are  
 18 bilingual in threshold languages, former recipients of behavioral health services, and/or family members  
 19 of those who have received behavioral health services.

20 b. CONTRACTOR shall develop, implement, and maintain a “strength-based”  
 21 recruitment process. This pro-active recruitment process will ensure a sufficient and diverse pool of  
 22 mentors to meet the needs of the ethnic and linguistic makeup ~~Clients~~ of clients being served in ~~Orange~~  
 23 ~~County~~ COUNTY.

24 4. CONTRACTOR shall be responsible for the provision of all screening requirements for  
 25 program staff, mentors and volunteers. This shall include, but not be limited to: sanction screening  
 26 through the ~~Office of Inspector General (OIG)~~, Live Scan, and the Department of Motor Vehicles Pull  
 27 ~~r~~Report.

28 5. CONTRACTOR shall develop and implement a training curriculum for program staff,  
 29 mentors and volunteers as well as provide instruction and referral materials for service providers from  
 30 ~~county~~ COUNTY and contracted programs that make mentor requests.

31 a. CONTRACTOR’s training program shall utilize standards and principles that are  
 32 considered “best practices” by nationally known mentoring organizations, such as the  
 33 MENTOR/National Mentoring Partnership, an organization widely acknowledged as the nation's  
 34 premier advocate and resource for the expansion of mentoring initiatives.

35 b. CONTRACTOR’s training program shall include, but not be limited to: addressing  
 36 issues of ~~C~~client safety, maintaining appropriate ethical boundaries, conflict resolution, and maintaining  
 37 confidentiality of ~~C~~client information.



1           6. CONTRACTOR shall use “best practices” to ensure mentors and mentees are matched in a  
2 manner that leads to the safest and most effective relationship possible.

3           a. The screening process for the match shall include, but not be limited to: formal and  
4 informal interviews, personal profiles, comparative interest inventories, and get-acquainted sessions.

5           b. CONTRACTOR shall also consider ethnicity, culture, language capability and age  
6 during the matching process as it relates to the mentees’ needs.

7           c. Once the match has been established, mentors and mentees are to meet regularly based  
8 upon frequency and duration mutually agreed upon by all interested parties. Parent(s)/guardian(s) shall  
9 be involved in the mentor arrangements made for Client(s). Mentoring frequency for Clients may vary  
10 between two (2) and five (5) hours per week, depending upon the needs of the mentee.

11           d. The mentoring duration shall be a minimum of six (6) months, however, a mentoring  
12 duration of one (1) year can be recommended due to the enhanced bonding that may occur in longer-  
13 lasting relationships.

14           e. For mentors working with a Client’s “parent/guardian,” the frequency may vary  
15 between four (4) and eight (8) hours per month. The duration of the parent/guardian mentoring  
16 relationship shall be determined on an individual basis and needs of Client and the parent/guardian.

17           f. CONTRACTOR shall ensure mentors maintain ongoing contact with the mental health  
18 service provider, so pertinent changes in mentee’s circumstances can be communicated between the  
19 mentor and the mental health service provider. This will also allow input from the mental health service  
20 provider regarding the mentoring relationship.

21           7. CONTRACTOR shall work closely with ~~county~~COUNTY or contracted programs when a  
22 request for a mentor is made. CONTRACTOR shall not refuse therapists’ requests for mentors if  
23 CONTRACTOR has available space and appropriate staffing to provide mentors, unless otherwise  
24 approved by ADMINISTRATOR.

25           8. CONTRACTOR shall ensure that the program staff promotes the benefits of mentoring to  
26 the community at large. In addition, CONTRACTOR shall ensure that any resources offered by  
27 community agencies and/or individuals from the community as a result of that mentoring promotion is  
28 used for the direct benefit of the mentees (e.g., donated tickets to community events).

29           9. CONTRACTOR shall develop procedures that monitor quality assurance, provide outcome  
30 measures of Client satisfaction, and measure overall program performance in order to meet national  
31 standards of mentoring performance outcomes.

32           10. CONTRACTOR shall maintain an accurate and regularly updated mentor program  
33 webpage(s) to serve as an information source and mentor recruitment tool. The page(s) shall include an  
34 online application process allowing interested volunteers to apply to become a mentor as this is a best  
35 practice model.

36           D. CLIENT RECORDS – CONTRACTOR shall maintain adequate records on each individual  
37 client which shall include diagnostic studies, records of client interviews, progress notes, and records of

1 service provided by various personnel in sufficient detail to permit an evaluation of services.  
 2 CONTRACTOR shall use COUNTY charting procedures regarding the use of forms and organization of  
 3 documentation in the clients' records.

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

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

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

11 E. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

12 ~~1. Case conferences, as requested by County staff;~~

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

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

20 ~~4. Quarterly QIC meetings.~~

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

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

29 ~~1. Quality Management/Performance Outcomes~~

30 ~~2. Personnel/In-service Training~~

31 ~~3. Code of Conduct/Compliance~~

32 ~~4. Mandated Reporting~~

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

35 ~~1. Orientation to the program's goals, policies and procedures~~

36 ~~2. Training on subjects as required by state regulations~~

37 ~~I. PERFORMANCE OUTCOMES — CONTRACTOR will complete Performance Outcome~~

~~Measures as required by state and/or COUNTY. The expected outcomes for the Monitoring Plan are to enable Clients to adaptively function at a higher and more appropriate level and to provide a quantifiable and repeatable measure to assess overall program effectiveness. The CONTRACTOR will cooperate in data collection in order to develop baseline figures for future evaluation and report performance in terms of Client satisfaction, length of stay and duration of services.~~

~~J. CONTRACTOR~~ and ADMINISTRATOR may mutually agree, in writing, to modify ~~Subparagraph IV. above~~ the Services Paragraph of this Exhibit A to the Agreement.

//

## V. STAFFING

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

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

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

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

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

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

	<u>FTEs</u>	
1		
2		
3		ADMINISTRATIVE
4		Chief Executive Officer 0.10
5		<u>Chief Financial Officer</u> <u>0.10</u>
6		<del>Manager of Administrative</del> Operations 0.10
7		<u>Human Resource Manager</u> <u>0.10</u> 0.20
8		Accountant 0.10
9		<u>Administrative Assistants</u> <u>0.15</u> <u>0.50</u>
10		
11		<b>SUBCONTRACTORS</b>
12		<del>Accounting Services</del> 0.03
13		<del>Human Resources Services</del> 0.02
14		<b>SUBTOTAL SUBCONTRACTORS FTEs</b> 0.05
15		
16		TOTAL ADMINISTRATIVE FTEs <u>0.65</u> 0.55
17		
18		PROGRAM
19		Program Director 1.00
20		Mentor Coordinators 3.00
21		<u>Program Assistant</u> <u>1.00</u>
22		Parent Mentor 0.50
23		TAY Mentors 2.50
24		Youth Mentor <del>-0.50</del>
25		<del>Administrative Assistant</del> <u>1.00</u>
26		TOTAL PROGRAM FTEs 8.50
27		
28		GRAND TOTAL FTEs <u>9.15</u> 9.05
29		

30 GF. CONTRACTOR shall maintain personnel files for each staff member, including the Executive  
31 Director and other administrative positions, which will include, but not be limited to, an application for  
32 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if  
33 applicable), pay rate and evaluations justifying pay increases.

34 HG. WORKLOAD STANDARDS – CONTRACTOR shall ~~maintain~~ target a total of one  
35 hundred ~~and ten (110) Clients~~ sixty (160) clients; in which ~~sixty six (66) Clients~~ ninety-five (95) clients  
36 shall be children and their parent(s)/guardian(s), and the other ~~forty four (44) Clients~~ sixty-five (65)  
37 clients shall be ~~Transitional Age Youth~~ TAY and their parent(s)/guardian(s).

1 H. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery, and/or  
 2 family members of persons in recovery. These individuals shall not be currently receiving services  
 3 directly from CONTRACTOR. Documentation may include, but not be limited to, the following:  
 4 records attesting to efforts made in recruitment and hiring practices and identification of measures taken  
 5 to enhance accessibility for potential staff in these categories.

6 I. CONTRACTOR shall provide initial and on-going training and staff development that includes  
 7 but is not limited to the following:

8 1. Orientation to the program's goals, P&Ps

9 2. Training on subjects as required by state regulations

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

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

14 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each  
 15 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of  
 16 treatment for student interns providing substance abuse services. CONTRACTOR shall provide  
 17 supervision to volunteers as specified in the respective job descriptions or work contracts.

18 3. A student intern is a person enrolled in an accredited graduate program accumulating  
 19 clinically supervised work experience hours as part of field work, internship, or practicum requirements.  
 20 Acceptable graduate programs include all programs that assist the student in meeting the educational  
 21 requirements in becoming a Licensed ~~Marriage and Family Therapist, a Licensed Clinical Social~~  
 22 ~~Worker~~ MFT, a LCSW, or a Licensed Clinical Psychologist.

23 4. Student intern services shall not comprise more than twenty percent (20%) of total services  
 24 provided.

25 K. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5)  
 26 business days following the termination, resignation, or notice of resignation of any clinical employee.  
 27 The report shall include the employee's name, position title, date of resignation, and a description of the  
 28 recruitment activity to replace the employee.

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

35 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
 36 ~~Subparagraph V~~ the Staffing Paragraph of this Exhibit A to the Agreement.

## 37 VI. ~~REPORTS~~REPORTS

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

4 B. FISCAL

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

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

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

27 D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to  
 28 ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, which shall be  
 29 received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the  
 30 month/quarter being reported, unless otherwise specified. Programmatic reports shall include a  
 31 description of CONTRACTOR's progress in implementing the provisions of ~~the~~ the Agreement, report of  
 32 placement and movement of ~~C~~Clients along the continuum of services using guidelines for monthly  
 33 report of the number of participants, voluntary and involuntary hospitalizations, special incidences,  
 34 vocational programs, educational programs, direct service hours by staff, chart compliance, number of  
 35 contacts per member, number of referrals and ~~C~~Clients discharged from the program, in addition to any  
 36 pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in  
 37



1 population served and reasons for any such changes. CONTRACTOR shall state whether it is or is not  
2 progressing satisfactorily in achieving all the terms of this Agreement.

3 ~~— E. PERFORMANCE OUTCOMES — COUNTY shall develop and provide CONTRACTOR with~~  
4 ~~performance outcome measure guidelines for the purpose of evaluating the impact and/or contribution of~~  
5 ~~CONTRACTOR's services on the well-being of Orange County residents being served under the terms~~  
6 ~~of this Agreement.~~

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

11 ~~GF.~~ CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues  
12 that adversely affect the quality or accessibility of client-related services provided by, or under contract  
13 with, the COUNTY as identified in the Health Care Agency's Policy and Procedures.

14 ~~— H. CONTRACTOR~~ and ADMINISTRATOR may mutually agree, in writing, to modify  
15 ~~subparagraph VI. above~~ the Reports Paragraph of this Exhibit A to the Agreement.

## 17 **VII. RESPONSIBILITIES**

18 ~~— CONTRACTOR and ADMINISTRATOR RESPONSIBILITIES~~

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

22 B. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the  
23 ~~County's~~ COUNTY's New Provider Training.

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

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

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

33 ~~FE.~~ CONTRACTOR shall agree to adopt and comply with the documentation standards as per the  
34 COUNTY's current ~~HCA-CYS~~ Annual Provider Training, DMHCS State Contract, Title IX, the State  
35 EPSDT Documentation Manual, the State TBS Documentation Manual, and Chapter 26.5 of the  
36 Government Code as provided by ADMINISTRATOR which describes, but is not limited to the  
37 requirements for AB3632 and Medi-Cal.

1 ~~GF.~~ CONTRACTOR shall maintain on file at the facility minutes and records of all quality  
 2 improvement meetings and processes. Such records and minutes shall also be subject to regular review  
 3 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and  
 4 ~~Healthcare Agency (HCA) Children and Youth Services (CYS) Policies and Procedures~~  
 5 ADMINISTRATOR P&Ps.

6 ~~HG.~~ CONTRACTOR shall allow ADMINSTRATOR to attend, and if necessary conduct, QIC  
 7 and monitoring meetings.

8 ~~IH.~~ CONTRACTOR shall participate in any clinical case review and implement any  
 9 recommendations made by COUNTY to improve ~~C~~client care.

10 ~~J. TOKENS ADMINISTRATOR shall provide CONTRACTOR the necessary number of~~  
 11 ~~Tokens for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.~~

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

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

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

18 ~~I~~ ~~4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following~~  
 19 ~~conditions:~~

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

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

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

23 ~~d. Token is malfunctioning;~~

24 ~~e. Termination of Agreement.~~

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

27 ~~6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through~~  
 28 ~~acts of negligence.~~

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

34 ~~LJ.~~ CONTRACTOR shall provide effective Administrative management of the budget, staffing,  
 35 recording, and reporting portion of the Agreement with the ~~County of Orange, including but not limited~~  
 36 ~~to the following COUNTY.~~ If administrative responsibilities are delegated to subcontractors, ~~the~~  
 37 ~~Contractor~~ CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity

1 to perform all delegated responsibilities. These responsibilities include, but are not limited to, the  
 2 following:

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

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

18 L. CONTRACTOR shall attend meetings as requested by ADMINISTRATOR including but not  
 19 limited to:

- 20 1. Case conferences, as requested by ADMINISTRATOR.
- 21 2. Monthly management meetings with ADMINISTRATOR to discuss contractual and other  
 22 issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the  
 23 terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance  
 24 with P&Ps, review of statistics and services.
- 25 3. Clinical staff training for individuals conducted by CONTRACTOR and/or  
 26 ADMINISTRATOR.
- 27 4. Quarterly QIC meetings.

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

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

- 35 1. Quality Management/Performance Outcomes
- 36 2. Personnel/In-service Training
- 37 3. Code of Conduct/Compliance

1 4. Mandated Reporting

2 O. PERFORMANCE OUTCOMES – ADMINISTRATOR shall develop and provide  
 3 CONTRACTOR with performance outcome measure guidelines for the purpose of evaluating the impact  
 4 and/or contribution of CONTRACTOR's services on the well-being of COUNTY residents being served  
 5 under the terms of the Agreement. CONTRACTOR will complete Performance Outcome Measures as  
 6 required by state and/or COUNTY. ~~M. COUNTY shall assist CONTRACTOR in monitoring~~

7 ~~CONTRACTOR's program to ensure compliance with workload standards and productivity.~~

8 ~~— N. COUNTY shall review client charts to assist CONTRACTOR in ensuring compliance with~~  
 9 ~~HCA Policies and Procedures.~~

10 ~~— O. COUNTY shall review and approve all admissions, discharges from the program and extended~~  
 11 ~~stays in the program.~~

12 ~~— P. COUNTY shall monitor CONTRACTOR's completion of corrective action plans.~~

13 The expected outcomes for the Monitoring Plan are to enable clients to adaptively function at a higher  
 14 and more appropriate level and to provide a quantifiable and repeatable measure to assess overall  
 15 program effectiveness. The CONTRACTOR will cooperate in data collection in order to develop  
 16 baseline figures for future evaluation and report performance in terms of client satisfaction, length of  
 17 stay and duration of services.

18 P. ADMINISTRATOR ~~Q. COUNTY shall monitor CONTRACTOR's compliance with~~  
 19 ~~COUNTY Policies and Procedures.~~

20 ~~— R. COUNTY shall provide a written copy of all assessments completed on clients referred for~~  
 21 ~~admission.~~

22 ~~— S. COUNTY~~ may designate ~~a Contract Monitor~~ an individual who shall:

23 1. Provide, or cause to be provided, training and ongoing consultation to CONTRACTOR'S s  
 24 staff to assist CONTRACTOR in ensuring compliance with HCA-CYS ADMINISTRATOR Standards of  
 25 Care practices, ~~policies and procedures, DMH P&Ps, DHCS~~ State Contract, documentation standards as  
 26 per the COUNTY's current ~~HCA-CYS~~ Annual Provider Training, Title IX, the State EPSDT  
 27 Documentation Manual, the State TBS Documentation Manual, and Chapter 26.5 of the Government  
 28 Code which describes, but is not limited to the requirements for AB3632 and Medi-Cal.

29 2. Assist CONTRACTOR in monitoring CONTRACTOR'S program to ensure compliance  
 30 with workload standards and productivity.

31 3. Review Client charts to assist CONTRACTOR in ensuring compliance with HCA-CYS  
 32 ~~Policies and Procedures~~ ADMINISTRATOR P&Ps.

33 4. Reviews and approves all referrals of potential Clients to alternate services.

34 5. Reviews and approves all admissions, discharges from the program and extended stays in  
 35 the program.

36 ~~T. COUNTY'S~~ Q. ADMINISTRATOR's Central Quality Review and Training shall:

37 1. Make available, training to CONTRACTOR'S s staff in HCA-CYS ADMINISTRATOR

1 charting procedures.

2 2. Conduct periodic reviews of Client charts to monitor CONTRACTOR's compliance with  
3 ~~HCA-CYS Policies and Procedures~~ ADMINISTRATOR's P&Ps.

4 3. Monitor CONTRACTOR'S S completion of corrective action plans filed in response to  
5 reviews.

6 4. Monitor CONTRACTOR'S S degree of compliance with COUNTY Standards of Care and  
7 ~~HCA-CYS Policies and Procedures~~ ADMINISTRATOR P&Ps.

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

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