

FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF
WRAPAROUND MENTAL HEALTH OUTPATIENT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

«NAME1»

FISCAL YEAR 2009 – 2010

THIS FIRST AMENDMENT TO AGREEMENT entered into ~~1st~~ 13th day of April 2010 ~~July 2009~~, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «NAME1», «CORP_STAT» ~~a California nonprofit corporation~~ (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2009 through June 30, 2010

Aggregate Maximum Obligation: \$729,903 ~~\$629,903~~

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Payment

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «NAME2»
 «CONTACT»
 «ADDRESS»
 «CITY_STATE_ZIP»

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form Property damage and contractual liability	\$1,000,000 Combined Single limit per occurrence \$2,000,000 Aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 Combined Single limit 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

1 **I. ALTERATION OF TERMS**

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

7
8 **II. ASSIGNMENT OF DEBTS**

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

16
17 **III. COMPLIANCE**

18 A. COUNTY's Health Care Agency (HCA) has established a Compliance Program for the purpose
19 of ensuring adherence to all rules and regulations related to federal and state health care programs.

20 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant
21 HCA Policies and Procedures relating to the Compliance Program.

22 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and
23 members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")
24 relative to this Agreement are made aware of HCA's Policies and Procedures.

25 B. CONTRACTOR has the option to adhere to HCA's Compliance Program or establish its own.

26 1. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy
27 of its Compliance Program, Code of Conduct, and relevant policies and procedures to
28 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

29 2. HCA's Compliance Officer shall advise CONTRACTOR if CONTRACTOR's compliance
30 program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be
31 asked to acknowledge and agree to the HCA's Code of Conduct and Compliance Program.

32 3. Upon approval of CONTRACTOR's Compliance Program by HCA's Compliance Officer,
33 CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of
34 Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this
35 Agreement are made aware of CONTRACTOR's Policies and Procedures.

36 4. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct, and
37 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure

1 such breach within sixty (60) calendar days of such notice from ADMINSTRATOR shall constitute
2 grounds for termination of this Agreement as to the non-complying party.

3 C. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
4 Conduct for adherence by all HCA employees and contract providers has been developed.

5 1. If CONTRACTOR elects to adhere to HCA Compliance Program, then within thirty (30)
6 calendar days of award of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR a
7 signed acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor
8 Code of Conduct."

9 2. Failure of CONTRACTOR to timely submit the acknowledgement of the HCA Contractor
10 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach
11 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
12 termination of this Agreement as to the non-complying party.

13 D. CONTRACTOR shall screen all Covered Individuals employed or retained to provide services
14 related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined
15 hereunder. Screening shall be conducted against the General Services Administration's List of Parties
16 Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List
17 of Excluded Individuals/Entities.

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

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

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

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

27 3. CONTRACTOR shall screen all current Covered Individuals semi-annually (January and
28 July) to ensure that they have not become Ineligible Persons.

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

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

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

6 E. REIMBURSEMENT STANDARDS

7 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
8 claims and billing for same are prepared and submitted in an accurate and timely manner and are
9 consistent with federal, state and county laws and regulations. This includes compliance with federal
10 and state health care program regulations and procedures or instructions otherwise communicated by
11 regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

12 2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for
13 payment or reimbursement of any kind.

14 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
15 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes to
16 accurately describe the services provided and to ensure compliance with all billing and documentation
17 requirements.

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

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

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

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

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

28
29 **IV. CONFIDENTIALITY**

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

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

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

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

8 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the
9 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,
10 volunteers and interns shall agree, in writing, with CONTRACTOR to maintain the confidentiality of
11 any and all information and records which may be obtained in the course of providing such services.
12 The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations
13 of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
14 consultants, subcontractors, volunteers and interns.
15

16 **V. COST REPORT**

17 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
18 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance
19 with all applicable federal, state and county requirements and generally accepted accounting principles.
20 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
21 and funding sources in accordance with such requirements and consistent with prudent business
22 practice, which costs and allocations shall be supported by source documentation maintained by
23 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

27 a. CONTRACTOR may be assessed a late penalty of one hundred dollars (\$100) for each
28 business day after the above specified due date that the accurate and complete Cost Report is not
29 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
30 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
31 CONTRACTOR.

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

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

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

6 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
7 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR
8 shall document that costs are reasonable and allowable and directly or indirectly related to the services
9 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if
10 any.

11 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
12 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth
13 on Page 3 of this Agreement for state, Medi-Cal, and federal Block Grant Services; provided, however,
14 ADMINISTRATOR may modify the state Maximum Obligation and the Medi-Cal Maximum
15 Obligation in accordance with the Maximum Obligation paragraph of this Agreement. CONTRACTOR
16 shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal,
17 state and county laws, regulations and requirements. Any payment made by COUNTY to
18 CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or
19 service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment,
20 within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any
21 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

25 E. In the event CONTRACTOR is authorized to retain unanticipated revenues as described in the
26 Budget paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify, in the Cost Report, the
27 services rendered with such revenues.

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

35 G. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
36 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim
37 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided

1 such payment does not exceed the Maximum Obligation of COUNTY.

2 H. The Cost Report shall contain the following attestation, which may be typed directly on or
3 attached to the Cost Report:

4
5 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
6 supporting documentation prepared by _____ for the cost report period
7 beginning _____ and ending _____ and that, to the best of my
8 knowledge and belief, costs reimbursed through this Agreement are reasonable and
9 allowable and directly or indirectly related to the services provided and that this Cost
10 Report is a true, correct, and complete statement from the books and records of
11 (provider name) in accordance with applicable instructions, except as noted. I also
12 hereby certify that I have the authority to execute the accompanying Cost Report.

13 Signed _____
14 Name _____
15 Title _____
16 Date _____"

17
18 **VI. CULTURAL COMPETENCY**

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

25
26 **VII. DELEGATION AND ASSIGNMENT**

27 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
28 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
29 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
30 approved in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to
31 the service or activity under subcontract, and include any provisions that ADMINISTRATOR may
32 require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
33 pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in
34 part, without the prior written consent of COUNTY.

35 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
36 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
37 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall

1 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
 2 derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments
 3 otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this
 4 paragraph.

5 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,
 6 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
 7 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
 8 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an
 9 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
 10 paragraph shall be void.

11 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

22 **IX. EQUIPMENT**

23
 24 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
 25 moveable property of a relatively permanent nature with significant value. Equipment which costs
 26 \$5,000 or over, including sales taxes, freight charges and other taxes are considered fixed assets.
 27 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are
 28 considered minor Equipment. The cost of Equipment purchased, in whole or in part, with funds paid
 29 pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

30 B. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
 31 COUNTY the cost of specified items of Equipment or minor Equipment purchased by CONTRACTOR.
 32 To "expense," in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in
 33 which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment
 34 shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

35 C. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
 36 with funds paid through this Agreement in accordance with guidelines set forth in COUNTY's
 37 "Accounting Procedures Manual," as periodically amended. Such inventory shall be available for

1 review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and
2 balance of undepreciated Equipment cost, if any.

3 D. For Loaned Equipment, CONTRACTOR shall cooperate with ADMINISTRATOR in
4 conducting any periodic physical inventories of Loaned Equipment that ADMINISTRATOR may
5 require. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned
6 Equipment to COUNTY.

7 E. CONTRACTOR must report any loss or theft of Loaned Equipment in accordance with the
8 procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition,
9 CONTRACTOR must complete and submit to ADMINISTRATOR a "Notification of Location
10 Change" form or "Surplus Requisition" form when items of Loaned Equipment are moved from one
11 location to another or returned to COUNTY as surplus.

12 F. Unless this Agreement is followed without interruption by another agreement between the
13 parties for substantially the same type and scope of services, at the termination of this Agreement for
14 any cause, CONTRACTOR shall return to COUNTY all Loaned Equipment purchased with funds paid
15 through this Agreement.

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

17 CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies, and
18 reports in accordance with Exhibit A to this Agreement. COUNTY shall compensate, and authorize,
19 when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this
20 Agreement with at least the minimum number and type of staff which meet applicable federal and state
21 requirements, and which are necessary for the provision of the services hereunder.
22

23 **XI. INDEMNIFICATION AND INSURANCE**

24 A. CONTRACTOR agrees to indemnify, defend and hold COUNTY, its elected and appointed
25 officials, officers, employees, agents and those special districts and agencies for which COUNTY's
26 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any
27 claims, demands or liability of any kind or nature, including but not limited to personal injury or
28 property damage, arising from or related to the services, products or other performance provided by
29 CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and
30 COUNTY by a court of competent jurisdiction because of the concurrent active negligence of
31 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be
32 apportioned as determined by the court. Neither party shall request a jury apportionment.
33

34 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall
35 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
36 covering its operations as specified on Page 3 of this Agreement.

37 C. All insurance policies except Workers' Compensation, Employer's Liability, and Professional

1 Liability shall contain the following clauses:

2 //

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

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

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

10 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be
11 mailed to COUNTY as referenced on Page 3 of this Agreement.

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

15
16 **XII. INSPECTIONS AND AUDITS**

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

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

30 **C. AUDIT RESPONSE**

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

36 2. If the audit reveals that money is payable from one party to the other, that is,
37 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to

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

6
7 **XIII. LICENSES AND LAWS**

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

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

- 19 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
- 20 2. State of California Health and Safety Code, Sections 1250 et seq.;
- 21 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
22 Abuse Reporting;
- 23 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
- 24 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
- 25 6. United States Code (U.S.C.A.) Title 42;
- 26 7. Federal Social Security Act, Title XVIII and Title XIX;
- 27 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.);
- 28 9. The Clean Air Act (42 U.S.C.A. Section 114 and Sections 1857, et seq.);
- 29 10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and
30 Sections 1251 et seq.);
- 31 11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
- 32 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
- 33 13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
- 34 14. Federal Medicare Cost reimbursement principles and cost reporting standards;
- 35 15. Orange County Medi-Cal Mental Health Managed Care Plan;
- 36 16. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
37 Management.

1 17. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist
2 now or be hereafter amended and if applicable.

3 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

24
25 **XIV. LITERATURE AND ADVERTISEMENTS**

26 A. Any written information or literature, including educational or promotional materials,
27 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
28 to this Agreement must be approved in advance and in writing by ADMINISTRATOR before
29 distribution. For the purposes of this Agreement, distribution of written materials shall include, but not
30 be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the
31 Internet.

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

35
36 **XV. MAXIMUM OBLIGATION**

37 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all

1 agreements for Wraparound Mental Health Outpatient Services is as specified on Page 3 of this
2 Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which
3 this Aggregate Maximum Obligation applies. It therefore is understood by the parties that
4 reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

5
6 **XVI. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

8 1. CONTRACTOR shall ensure that applicants are employed, and that employees are treated
9 during employment, without regard to their ethnic group identification, race, religion, ancestry, color,
10 creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or
11 physical or mental disability. Such action shall include, but not be limited to the following:
12 employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or
13 termination; rate of pay or other forms of compensation; and selection for training, including
14 apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for
15 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
16 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

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

35 1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the
36 following based on one or more of the factors identified above:

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

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

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

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

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

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

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

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

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

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

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

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

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

37 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and

1 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
2 CONTRACTOR may be declared ineligible for further contracts involving federal, state or county
3 funds.

4 **XVII. NOTICES**

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

7 1. When written and deposited in the United States mail, first class postage prepaid and
8 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;

9 2. When faxed, transmission confirmed;

10 3. When sent by electronic mail; or

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

13 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
14 otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed,
15 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
16 expedited delivery service.

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

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

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

25
26 **XVIII. NOTIFICATION OF DEATH**

27 A. NON-TERMINAL ILLNESS DEATH

28 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
29 becoming aware of the death due to non-terminal illness of any person served hereunder or served
30 within the previous twelve (12) months; provided, however, weekends and holidays shall not be
31 included for purposes of computing the time within which to give telephone notice and, notwithstanding
32 the time limit herein specified, notice need only be given during normal business hours.

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

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

1 B. TERMINAL ILLNESS DEATH

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

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

12
13 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

17 B. CONTRACTOR shall notify ADMINISTRATOR at least ten (10) working days in advance of
18 any applicable public event or meeting. The notification must include the date, time, duration, location
19 and purpose of public event or meeting. Any promotional materials or event related flyers must be
20 approved by ADMINISTRATOR prior to distribution.

21
22 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

26 1. California Code of Regulation Title 22, Chapter 7, Article 6, §75055 - Retention of records
27 by outpatient medical facilities.

28 2. State of California, Department of Alcohol and Drug Programs Reporting System (ASRS)
29 manual.

30 3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS)
31 manual.

32 4. 45 CFR, HIPAA Privacy Rule (Designated Record Set).

33 5. State of California, Health and Safety Code §§123100 – 123149.5.

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

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

1 all times.

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4 D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the
5 definition of medical records and identified this new record set as a Designated Record Set (DRS).
6 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

12 E. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
13 clients, participants, patients, etc., be provided the right to access or receive a copy of their DRS and/or
14 request addendum to their records.

15 F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
16 security of personally identifiable information (hereinafter "PII") and/or protected health information
17 (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
18 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
19 and email or facsimile.

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

23 H. CONTRACTOR shall retain all financial records for a minimum of five (5) years from the
24 commencement of the contract, unless a longer period is required due to legal proceedings such as
25 litigations and/or settlement of claims.

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

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

33 K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
34 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
35 CONTRACTOR.

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

1 M. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
2 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that
3 is requested by the PRA request.

4 //

5 **XXI. REVENUE**

6 A. CLIENT FEES - CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
7 clients , except AB 3632 clients, to whom services, other than Medi-Cal Services, are provided pursuant
8 to this Agreement, their estates and responsible relatives, according to their ability to pay as determined
9 by the State Department of Mental Health's "Uniform Method of Determining Ability to Pay"
10 (UMDAP) procedure, and in accordance with Title 9 of the California Code of Regulations. Such fee
11 shall not exceed the actual cost of services provided. No client shall be denied services because of an
12 inability to pay.

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

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

22
23 **XXII. SEVERABILITY**

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

29
30 **XXIII. SPECIAL PROVISIONS**

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

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

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

- 1 3. Supplanting current funding for existing services.
- 2 4. Fundraising.
- 3 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 4 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 5 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
- 6 services.
- 7 7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 8 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
- 9 salary advances or giving bonuses to CONTRACTOR's staff.
- 10 8. Paying an individual salary or compensation for services at a rate in excess of the salary
- 11 schedule specified by the U.S. Office of Personnel Management.

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

- 14 1. Purchasing or improving land, including constructing or permanently improving any
- 15 building or facility, except for tenant improvements.
- 16 2. Providing inpatient hospital services or purchasing major medical equipment.
- 17 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 18 funds (matching).
- 19 4. Funding travel or training (excluding mileage or parking).
- 20 5. Making phone calls outside of the local area unless documented to be directly for the
- 21 purpose of client care.
- 22 6. Payment for grant writing, consultants, certified public accounting, or legal services.
- 23 7. Purchase of artwork or other items that are for decorative purposes and do not directly
- 24 contribute to the quality of services to be provided pursuant to this Agreement.

25 **XXIV. STATUS OF CONTRACTOR**

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

6 The term of this Agreement shall commence and terminate as specified on Page 3 of this
7 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,
8 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
9 including but not limited to, obligations with respect to confidentiality, indemnification, audits,
10 reporting and accounting.

11
12 **XXVI. TERMINATION**

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

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

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

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

35 **D. CONTINGENT FUNDING**

- 36 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 37 a. The continued availability of federal, state and county funds for reimbursement of

1 COUNTY's expenditures, and

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

4 //

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

7 E. In the event this Agreement is terminated prior to the completion of the term as specified on
8 Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
9 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

10 F. After receiving a Notice of Termination CONTRACTOR shall do the following:

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

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

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

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

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

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

27
28 **XXVII. THIRD PARTY BENEFICIARY**

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

31
32 **XXVIII. WAIVER OF DEFAULT OR BREACH**

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

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

3
4
5 «NAME1»

6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
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17
18 COUNTY OF ORANGE

19
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21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

29
30
31 BY: _____ DATED: _____

32 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

FIRST AMENDMENT TO AGREEMENT WITH

«NAME1»

FISCAL YEAR 2009-2010

I. DEFINITIONS

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

A. 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. Active and On-going Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into the COUNTY's Integrated Records Information System (IRIS), and documentation that the clients are receiving services at least once per month. Clients receiving continuing treatment in two (2) or more fiscal years shall be counted as an Admission in each fiscal year.

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

D. Care Coordinator means a person with a Bachelor's degree responsible for developing and leading the Family Team and guiding the evolution of a Plan of care.

E. Client, Consumer and Partner means any person, referred by COUNTY or enrolled in CONTRACTOR's program for services under this Agreement, who is suffering from a mental illness.

F. Clinical Social Worker means a person who meets the minimum professional and licensure requirements set forth in Title 9, California Code of Regulations, Section 625.

G. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Partner for a condition which 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. Diagnosis means the definition of the nature of the 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) published by the American Psychiatric Association. DSM diagnoses shall be recorded on all IRIS documents, as appropriate.

I. Direct Service Hours (DSH) means a measure in hours and parts of hours that a clinician spends providing client services. DSH credit is obtained for providing mental health, case management, medication support, and crisis intervention wraparound/recovery services to any client open in the IRIS, and include both billable and non-billable services.

J. Face-to-Face, for the purpose of Full Service Partnership contact hours means direct encounter

1 between staff and client and/or parent/guardian; this does not include contact by telephone, email, etc.
 2 For the purpose of completing an Encounter Document, Face-to-Face means direct encounter between
 3 staff and client, whether or not someone else is present.

4 K. Family Resource Center Services means Mental Health Services provided to clients that are
 5 actively enrolled in a County of Orange Social Services Agency (SSA) Family Resource Center (FRC).
 6 FRC is a consortium of agencies providing human services in a single site and under the auspices of
 7 SSA.

8 L. Family Team means a group that formed to meet the needs of an eligible child through
 9 whatever means possible.

10 M. Full Service Partnership (FSP) means a type of program described by the state in the
 11 requirements for the COUNTY plan for use of MHSA funds and which includes individuals with mental
 12 illness being full partners in the development and implementation of their individual recovery plans.

13 N. Full Service Wraparound (FSW) means the specific program model described in the COUNTY
 14 MHSA plan and based on the existing Wraparound Orange County program. The Full Service
 15 Wraparound program provides culturally competent in-home, intense, mental health case management
 16 services addressing family needs across all life domains of the client.

17 O. Group Home is a facility for housing youth that is licensed by Community Care Licensing
 18 under the provisions of California Code of Regulations, Title 22, Division 6, et seq.

19 P. Head of Service means a licensed mental health professional.

20 Q. Individual Services and Support Funds means those funds identified in the budget that are
 21 designated to be used only to meet client and/or family needs identified on the client's plan. In
 22 Wraparound programs, these funds are called "flex funds."

23 R. Intake means the initial meeting between a client and CONTRACTOR's staff and is marked by
 24 entering the encounter into IRIS.

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

30 T. Licensed Mental Health Professional means licensed physicians, licensed psychologists,
 31 licensed clinical social workers, licensed marriage and family therapists, registered nurses, licensed
 32 vocational nurses, and licensed psychiatric technicians.

33 U. Marriage and Family Therapist means a person who meets the minimum professional and
 34 licensure requirements set forth in Title 9, California Code of Regulations, Section 625 and, preferably,
 35 has at least one (1) year of experience treating minors.

36 V. Medical Necessity means the requirements as defined in the Orange County Mental Health Plan
 37 (MHP) Medical Necessity for Specialty Mental Health Services that includes Diagnosis, Impairment

1 Criteria, and Intervention Related Criteria.

2 W. Medication Services means face-to-face or telephone services provided by a licensed physician,
3 registered nurse, or other qualified medical staff. This service shall include evaluation and
4 documentation of the clinical justification for use of the medication, dosage, side effects, compliance,
5 and response to medication.

6 X. Mental Health Services means individual or group therapies and interventions that are designed
7 to provide reduction of mental disability and restoration, improvement or maintenance of functioning
8 consistent with the goals of learning, development, independent living and enhanced self-sufficiency
9 and that are not provided as a component of adult residential services, crisis residential treatment
10 services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service
11 activities may include but are not limited to assessment, plan development, rehabilitation, and collateral.
12 Mental Health Services may be either face-to-face or by telephone with the client or significant support
13 persons and may be provided anywhere in the community.

14 1. Assessment means a service activity designed to evaluate the current status of a client's
15 mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the
16 following: mental status determination, analysis of the client's clinical history; analysis of relevant
17 cultural issues and history; diagnosis; and the use of testing procedures.

18 2. Collateral means a service activity to a significant support person in a client's life for the
19 purpose of meeting the needs of the client in terms of achieving the goals of the client's client plan.
20 Collateral may include but is not limited to consultation and training of the significant support person(s)
21 to assist in better utilization of specialty mental health services by the client, consultation and training of
22 the significant support person(s) to assist in better understanding of mental illness, and family
23 counseling with the significant support person(s). The client may or may not be present for this service
24 activity.

25 3. Medication Support Services means those services that include prescribing, administering,
26 dispensing, and monitoring of psychiatric medications or biological that are necessary to alleviate the
27 symptoms of mental illness. Service activities may include but are not limited to evaluation of the need
28 for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent;
29 instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan
30 development related to the delivery of the service and/or assessment of the client. Medication Support
31 Services may be either face-to-face or by telephone with the client or significant support persons and
32 may be provided anywhere in the community.

33 4. Rehabilitation means a service activity which includes, but is not limited to, assistance in
34 improving, maintaining, or restoring a client's or group of beneficiaries' functional skills, daily living
35 skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support
36 resources and/or medication education.

37 5. Targeted Case Management means services that assist a client to access needed medical,

1 educational, social, prevocational, vocational, rehabilitative, or other community services. The service
 2 activities may include, but are not limited to, communication, coordination, and referral; monitoring
 3 service delivery to ensure client access to service and the service delivery system; monitoring of the
 4 client's progress; and plan development. Targeted Case Management may be either face-to-face or by
 5 telephone with the client or significant support persons and may be provided anywhere in the
 6 community. EPSDT has further requirements that Targeted Case Management must address the mental
 7 health condition in order to bill Medi-Cal.

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

11 7. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions, with a
 12 client, that are designed to reduce or eliminate targeted behaviors as identified in the client's treatment
 13 plan. Collateral services are also provided to caregivers as part of TBS. Partners must be Medi-Cal
 14 partners, and must meet TBS class membership and service need requirements. Documentation in the
 15 medical record must support medical necessity for these intensive services. Cases in which partners are
 16 receiving more than twenty (20) hours per week of TBS or those who are expected to receive more than
 17 four months (120 days) of TBS must receive approval from COUNTY. COUNTY must approve
 18 individuals delivering these interventions as qualified to deliver these services.

19 Y. Mental Health Rehabilitation Specialist means an individual who has a baccalaureate degree
 20 and four years of experience in a mental health setting as a specialist in the fields of physical restoration,
 21 social adjustment, or vocational adjustment; or up to two years of graduate professional education may
 22 be substituted for the experience requirement on a year-for-year basis; or, up to two years of post
 23 associate arts clinical experience may be substituted for the required educational experience in addition
 24 to the requirement of four years experience in a mental health setting.

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

27 AA. Mental Health Worker means a person who has obtained a Bachelor's degree in a mental health
 28 field or has a high school diploma and two (2) years of experience delivering services in a mental health
 29 field, preferably working with minors, or is/has been a consumer of mental health or a family member of
 30 a consumer.

31 AB. Mentoring Services means a service that has as its main component a structured and trusting
 32 relationship that exists over a prolonged period of time between two people where a peer or older and
 33 more experienced individual provides one-to-one contact to assist another individual, be it a child or
 34 youth, a transitional age youth, or a parent, through the human development process, by providing
 35 consistent support, guidance, coaching in life skills, concrete help and/or other relationship-building
 36 activities to those persons receiving services from Children and Youth Services, COUNTY, or contract
 37 operated programs.

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2 1. Paid Parent Mentor means a person age twenty-six (26) and older who has been screened
3 and trained to provide mentoring services and is reimbursed for providing such services under this
4 Agreement. A different designation for this position is permissible for purposes of CONTRACTOR’s
5 employment records and recruitment efforts if such designation is accompanied by clear cross-
6 referencing in all reports and communications to ADMINISTRATOR.

7 2. Paid TAY Mentor means a person age eighteen to twenty-five (18 to 25) who has been
8 screened and trained to provide mentoring services and is reimbursed for providing such services under
9 this Agreement. A different designation for this position is permissible for purposes of
10 CONTRACTOR’s employment records and recruitment efforts if such designation is accompanied by
11 clear cross-referencing in all reports and communications to ADMINISTRATOR.

12 3. Volunteer Mentor means a person age twenty-one (21) and older who has been screened
13 and trained to provide mentoring services and is not reimbursed for providing such services under this
14 Agreement. “Reimbursement” for services excludes those expenses, such as transportation costs, that
15 are allowable reimbursement costs under this Agreement. A different designation for this position is
16 permissible for purposes of CONTRACTOR’s employment records and recruitment efforts if such
17 designation is accompanied by clear cross-referencing in all reports and communications to
18 ADMINISTRATOR.

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

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

27 AE. Outreach means activities that involve educating the community about the services offered and
28 requirements for participation in the programs. Such activities should result in the CONTRACTOR
29 developing their own client referral sources for the programs they offer.

30 AF. Participant/partner means any person suffering from mental, or behavioral disorders, referred
31 for services, and open in IRIS in an FSP.

32 AG. Parent Partner means person who is a parent and has personal experience with a person who is
33 emotionally/behaviorally disturbed and who has been through COUNTY’s welfare services, Probation,
34 or Mental Health System and who provides support to the Family Team and the parent in particular.
35 The criteria of having been through one of the above COUNTY systems may be waived with consent
36 from COUNTY.

37 AH. Pre-Licensed Psychologist means a person who has obtained a Ph.D. or Psy.D. in Clinical

1 Psychology and is registered with the Board of Psychology as a registered Psychology intern or
 2 Psychological Assistant, acquiring hours for licensing, and waived in accordance with W&IC Section
 3 575.2. The waiver may not exceed five (5) years. A student intern is a person enrolled in an accredited
 4 graduate or undergraduate program accumulating supervised work experience hours as part of field
 5 work, internship, or practicum requirements. Acceptable programs include all programs that assist the
 6 student in meeting the educational requirements in becoming a Marriage and Family Therapist, a
 7 Licensed Clinical Social Worker, or a licensed Clinical Psychologist or to obtain a bachelors degree.
 8 Persons with graduate degrees and who have two (2) years full-time experience in a mental health
 9 setting, either post-degree or as part of the program leading to the graduate degree, shall not be
 10 considered as students.

11 AI. Pre-Licensed Therapist means a person who has obtained a Masters Degree in Social Work or
 12 Marriage and Family Therapy and is registered with the Board of Behavioral Sciences (BBS) as an
 13 Associate Clinical Social Worker or MFT intern acquiring hours for licensing. Registration is subject to
 14 regulations adopted by the BBS.

15 AJ. Personal Service Coordinator (PSC) means person with a Bachelor's degree in human services
 16 or related field, preferably with two years related experience or with three years experience as a client in
 17 a similar program who has graduated to self-sufficiency. PSC leads the implementation of a service
 18 plan covering the entire range of needs for the client/family to promote success, safety, and permanence
 19 in the home school, workforce, and community, leading to self-sufficiency.

20 AK. Program/Clinical Director means a person who meets the minimum requirements set forth in
 21 Title 9, California Code of Regulations, and has at least two (2) years of full-time professional
 22 experience working with minors in a mental health setting.

23 AL. Protected Health Information (PHI): Individually identifiable health information usually
 24 transmitted by electronic media, maintained in any medium as defined in the HIPAA regulations, or for
 25 an entity such as a health plan, transmitted or maintained in any other medium. It is created or received
 26 by a covered entity, and relates to the past, present or future physical or mental health or condition of an
 27 individual, provision of health care to an individual, or the past, present or future payment for health
 28 care provided to an individual.

29 AM. Psychiatrist means a person who meets the minimum professional and licensure requirements
 30 set forth in Title 9, California Code of Regulations, Section 623, and, preferably, has at least one (1)
 31 year of experience treating minors.

32 AN. Psychologist means a person who meets the minimum professional and licensure requirements
 33 set forth in Title 9, California Code of Regulations, Section 624, and, preferably, has at least one (1)
 34 year of experience treating minors.

35 AO. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one
 36 percent (1%) of all "high risk" Medi-Cal clients to monitor and evaluate the quality and appropriateness
 37 of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR

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administrator, one (1) Clinician, and one (1) Physician, who are not involved in the clinical care of the case.

AP. RCL 12 Group Home means a group home reviewed by the State Department of Social Services Foster Care Rates Bureau and found to meet the requirements for a Rate Classification Level (RCL) of 12.

AQ. RCL 14 Group Home means a group home reviewed by the State Department of Social Services Foster Care Rates Bureau and found to meet the requirements for a Rate Classification Level (RCL) of 14.

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

AS. Remote Secure Access (RSA) Token means the security device which allows an individual user to access the HCA computer based Integrated Records Information System (IRIS).

AT. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor compliance to the minimum Children and Youth Services (CYS) and Medi-Cal charting standards. The Program/Clinic Director or designee conducts Supervisory Review.

AU. Wraparound Orange County (WOC) means the wraparound program administered by the COUNTY Social Services Agency and available to clients returning from or being considered for placement in group homes.

AV. Youth Partner/Specialist means a person who may have a Bachelor's degree or a high school diploma with a background working with minors, who provides consistent, reinforcing support to a consumer allowing opportunities and to learn and practice prosocial behavior, problem solving and coping skills.

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II. BUDGET

A. The following budget is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	<u>BUDGET</u>	<u>MAXIMUM OBLIGATION</u>
7/01/09 – 6/30/10		
ADMINISTRATIVE COSTS		
Salaries	\$«ADMIN_SAL»	\$«ADMIN_SAL_MO»
Benefits	«ADMIN_BEN»	«ADMIN_BEN_MO»
Services and Supplies	«ADMIN_SS»	«ADMIN_SS_MO»
Indirect Costs	«ADMIN_IC»	«ADMIN_IC_MO»
SUBTOTAL	\$«ADMIN_SUB»	\$«ADMIN_SUB_MO»
PROGRAM COSTS		
Salaries	\$«PGM_SAL»	\$«PGM_SAL_MO»
Benefits	«PGM_BEN»	«PGM_BEN_MO»
Services and Supplies	«PGM_SS»	«PGM_SS_MO»
Subcontractors	«PGM_SUBC»	«PGM_SUBC_MO»
SUBTOTAL	\$«PGM_SUB»	\$«PGM_SUB_MO»
TOTAL GROSS COSTS	\$«TG_COSTS»	\$«TG_COSTS_MO»
REVENUES		
State EPSDT (provided by HCA)	\$«STATE_MC_HCA»	\$«STATE_MC_HCA_MO»

1	EPSDT Matching Requirement	«STATE_MC_	«STATE_MC_SS
2	(provided by SSA)	SSA»	A_MO»
3	Federal Medi-Cal	«FED_MC»	«FED_MC_MO»
4			\$«TOT_REV_MO
5	TOTAL REVENUE	\$«TOT_REV»	»
6			
7	TOTAL CONTRACT MAXIMUM	\$«TC_MAX»	\$«TC_MAX_MO»

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9 B. CONTRACTOR agrees that the amount of the State Medi-Cal Match is dependent upon, and

10 shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR,

11 unless authorized by ADMINISTRATOR.

12 C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services

13 provided pursuant to this Agreement, CONTRACTOR may make written application to

14 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the

15 fees and insurance shall be utilized exclusively to provide mental health services. ADMINISTRATOR

16 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR

17 shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and

18 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on

19 behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.

20 D. CONTRACTOR shall make written application to ADMINISTRATOR, in advance, to shift

21 funds between programs, or between budgeted line items within a program, for the purpose of meeting

22 specific program needs or for providing continuity of care to its clients. CONTRACTOR's application

23 shall include a narrative specifying the purpose of the request, the amount of said funds to be shifted,

24 and the sustaining impact of the shift as may be applicable to future years. Approval by

25 ADMINISTRATOR shall be in writing to CONTRACTOR prior to implementation by

26 CONTRACTOR.

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28 **III. PAYMENTS**

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

30 \$«MO_ARREARS» per month. All payments are interim payments only, and subject to final settlement

31 in accordance with the Cost Report paragraph of this Agreement for which CONTRACTOR shall be

32 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such

33 payments does not exceed COUNTY's Total Maximum Obligation, and, provided further,

34 CONTRACTOR's costs are reimbursable pursuant to federal, state and county regulations.

35 ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the

36 provisional amount specified above has not been fully paid.

37 1. In support of the monthly billing, CONTRACTOR shall submit a monthly Expenditure and

1 Revenue Report as specified in the Reports paragraph of this Exhibit A to the Agreement.
2 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
3 CONTRACTOR as specified in subparagraphs A.2. and A.3. below.

4 2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the
5 provisional amount payments exceed the actual cost of, or Medi-Cal billed for, providing services,
6 ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed
7 the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-
8 to-date actual cost incurred or Medi-Cal revenue billed by CONTRACTOR.

9 3. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the
10 provisional amount payments are less than the actual cost of, or Medi-Cal billed for, providing services,
11 ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR
12 by an amount not to exceed the difference between the year-to-date provisional amount payments to
13 CONTRACTOR and the year-to-date actual cost incurred or Medi-Cal revenue billed by
14 CONTRACTOR.

15 B. CONTRACTOR’s billing shall be on a form approved or supplied by COUNTY and provide
16 such information as is required by ADMINISTRATOR. Billings are due the tenth (10th) business day
17 of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-
18 one (21) calendar days after receipt of the correctly completed billing form.

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

22 D. ADMINISTRATOR may withhold or delay any payment, if CONTRACTOR fails to comply
23 with any provision of this Agreement.

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

27
28 **IV. SERVICES**

29 **A. FACILITIES**

30 1. CONTRACTOR shall maintain one (1) facility which meets the minimum requirements for
31 Medi-Cal eligibility at the following location or any other location approved by ADMINISTRATOR:

32
33 «FACILITY_ADDR»
34 «FAC_CITY_STATE_ZIP»
35

36 2. CONTRACTOR shall maintain regularly scheduled service hours, five days a week
37 throughout the year, and maintain the capability to provide services during after-school hours on

1 weekdays, and on weekends, if necessary, in order to accommodate clients unable to participate during
2 regular working hours.

3 a. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday
4 schedule unless otherwise approved in writing by ADMINISTRATOR.

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

9 c. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend
10 Subparagraph IV.A.2. above.

11 3. Upon COUNTY's re-certification of the provider's existing Medi-Cal sites, the
12 CONTRACTOR shall be responsible for making any necessary changes to meet Medi-Cal site
13 standards.

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15 B. SERVICES

16 1. CONTRACTOR shall provide targeted case management, crisis intervention, assessment
17 and rehabilitation services to clients identified by the Orange County Social Services Agency (SSA) as
18 eligible for Wraparound services.

19 2. CONTRACTOR shall provide community-based intervention services that emphasize the
20 strengths of the child and family and include the delivery of coordinated, highly individualized,
21 unconditional services to address needs and achieve positive outcomes in their lives.

22 3. CONTRACTOR shall not refuse client referrals if CONTRACTOR has available space and
23 appropriate staffing to take additional clients, unless otherwise approved by Contract Consultant and/or
24 CYS Administration.

25 4. CONTRACTOR shall provide a minimum of «DSH_MIN» direct service hours of targeted
26 case management, crisis intervention, assessment, and rehabilitation services to Orange County Medi-
27 Cal eligible clients, as specified in this Services Paragraph.

28 5. CONTRACTOR shall maintain an appropriate case load that will facilitate the provision of
29 the minimum direct services hours identified in Subparagraph IV.B.4. above.

30 6. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to amend
31 Subparagraph IV.B.4. above.

32 7. CONTRACTOR shall attend:

33 a. Case conferences, as requested by county staff to address any aspect of clinical care.

34 b. Monthly COUNTY staff meetings with CYS Program staff and ADMINISTRATOR to
35 discuss contractual and other issues related to, but not limited to compliance with policies and
36 procedures, statistics and clinical services.

37 c. Clinical staff training for individuals by COUNTY representatives. Such training shall

1 | be conducted by CONTRACTOR and/or COUNTY administrative staff.

2 | d. Quarterly QIC meetings.

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

6 | 9. CONTRACTOR shall conduct Supervisory Review at sixty (60) day and six (6) month
7 | intervals, in accordance with procedures developed by COUNTY. CONTRACTOR shall ensure that all
8 | chart documentation complies with all federal, state, and local guidelines and standards.

9 | 10. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
10 | statistical data used to monitor CONTRACTOR will be compiled using only COUNTY IRIS reports, if
11 | available, and if applicable.

12 | 11. NATIONAL PROVIDER IDENTIFIER - CONTRACTOR, including each employee that
13 | provides services under this Agreement, shall obtain a National Provider Identifier (NPI) upon
14 | commencement of this Agreement or prior to providing services under this Agreement.
15 | CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
16 | ADMINISTRATOR, all NPI as soon as they are available.

17 | C. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
18 | with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of
19 | this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to
20 | promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
21 | institution, or religious belief.

22 | D. PERFORMANCE OUTCOMES – CONTRACTOR will complete Performance Outcome
23 | Measure as required by state and/or COUNTY. The expected outcomes for the Monitoring Plan are to
24 | enable clients to adaptively function at a higher and more appropriate level and to provide a quantifiable
25 | and repeatable measure to assess overall program effectiveness. The CONTRACTOR will cooperate in
26 | data collection in order to develop baseline figures for future evaluation and report performance in terms
27 | of client satisfaction, length of stay, and duration of services.

28 | E. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a
29 | manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
30 | shall maintain documentation of such efforts which may include, but not be limited to: records of
31 | participation in COUNTY sponsored or other applicable training; recruitment and hiring policies and
32 | procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
33 | measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

34 | F. REFERRALS TO MHSA – CONTRACTOR shall accept referrals from and make referrals to
35 | the various Mental Health Services Act programs, as appropriate. CONTRACTOR will co-ordinate
36 | referrals with other existing mental health services and with wraparound services, to ensure that all
37 | clients and their families were given access to the most appropriate level and type of service. Other

1 services may include Wraparound Orange County (WOC), MHSA full service partnership (FSP)
2 programs for transitional age youth or adults, and other COUNTY mental health services.

3 G. NOTICE OF PRIVACY PARTNERSHIP (NPP) – CONTRACTOR shall provide the NPP for
4 the County of Orange, as the Mental Health Plan, at the time of the first service provided under this
5 Agreement to individuals who are covered by Medi-Cal and have not previously received services at a
6 COUNTY-operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the County of
7 Orange, as the Mental Health Plan, to any individual who received services under this agreement.

8 H. COUNTY RESPONSIBILITIES

9 1. COUNTY may designate a Contract Consultant who shall:

10 a. Provide, or cause to be provided, training and ongoing consultation to
11 CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with CYS Standards of Care
12 practices, policies and procedures, Charting Manual, and State Rehabilitation Manual requirements.

13 b. Assist CONTRACTOR in monitoring CONTRACTOR’s program to ensure
14 compliance with workload standards, productivity, and Medi-Cal documentation.

15 c. Review client charts to assist CONTRACTOR in ensuring compliance with
16 CYS policies and procedures, and Medi-Cal requirements.

17 2. COUNTY’s Central Quality Review and Training shall:

18 a. Make available, training to CONTRACTOR’s staff in CYS charting procedures.

19 b. Conduct periodic reviews of client charts to monitor CONTRACTOR’s compliance
20 with CYS policies and procedures, and Medi-Cal requirements.

21 c. Monitor CONTRACTOR’s completion of corrective action plans filed in response to
22 Medi-Cal and other reviews.

23 d. Monitor CONTRACTOR’s degree of compliance with COUNTY Standards of Care,
24 and CYS Policies and Procedures, including but not limited to, those pertaining to Quality
25 Improvement, Medication Monitoring and Supervisory Review.

26 I. QUALITY IMPROVEMENT

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

30 2. CONTRACTOR shall agree to adopt and comply with the written CYS Charting Manual or
31 its equivalent, as provided by ADMINISTRATOR, which describes, but is not limited to, the
32 requirements for Medi-Cal, and CYS charting standards.

33 3. CONTRACTOR shall regularly review their Charting, IRIS data input, and billing systems
34 to ensure compliance with COUNTY and state policies and procedures, and establish mechanisms to
35 prevent inaccurate claim submissions.

36 4. CONTRACTOR shall maintain on file at the facility minutes and records of all quality
37 improvement meetings and processes. Such records and minutes shall also be subject to regular review

1 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
2 CYS policies and procedures.

3 5. CONTRACTOR shall allow County staff to attend, and if necessary conduct, QIC and
4 medication monitoring meetings.

5 6. CONTRACTOR shall participate in any clinical case review and implement any
6 recommendations made by COUNTY to improve client care.

7 J. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of tokens
8 for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

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

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

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

15 4. CONTRACTOR shall return to ADMINISTRATOR all tokens under the following
16 conditions:

- 17 a. Token of each staff member who no longer supports this Agreement.
- 18 b. Token of each staff member who no longer requires access to the HCA IRIS.
- 19 c. Token of each staff member who leaves employment of CONTRACTOR.
- 20 d. Tokens malfunctioning.

21 5. ADMINISTRATOR will issue tokens for CONTRACTOR’s staff members who require
22 access to the IRIS upon initial training or as a replacement for malfunctioning tokens.

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

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26 **V. STAFFING**

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

30 B. CONTRACTOR shall provide the following staffing, expressed in Full-Time Equivalents
31 (FTEs), which shall be equal to an average of forty (40) hours per week, to provide Wraparound mental
32 health services:

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PROGRAM

FTEs

Accounting Clerk	«ACCTG_CLK»
Accounting Specialist	«ACCTG_SPEC»
Administrative Assistant/Secretary	«ADMIN_AST»
Assistant Executive Director	«AST_EX_DIR»
Billing Clerk	«BILL_CLK»
Bookkeeper	«BKKPR»
Care Coordinator	«CARE_COORD»
Data Entry Clerk	«DE_CLK»
Executive Director	«EX_DIR»
Finance Manager	«FIN_MGR»
Human Resource Specialist	«HR_SPEC»
Parent Partner	«P_PTNR»
Program Administrator	«PGM_ADMIN»
Program Assistant	«PGM_ASST»
Program Director	«PGM_DIR»
Program Manager	«PGM_MGR»
Quality Assurance	«QA_COORD»
Coordinator«TITLE_HCA_QAC»	«HCA_QA_COORD»
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Quality Assurance Director	«QA_DIR»
Regional Wraparound Director	«REG_WRAP_DIR»
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1	Supervisor	«SUPV»
2	Wraparound Director	«WRAP_DIR»
3	Wraparound Supervisor	«WRAP_SUPV»
4	Youth Partner	«Y_PTNR»
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6	TOTAL PROGRAM FTEs	«TOT_FTEs»

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

16 2. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
 17 approval of ADMINISTRATOR.

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

21 b. A student intern is a person enrolled in an accredited graduate or undergraduate
 22 program accumulating supervised work experience hours as part of field work, internship, or practicum
 23 requirements. Acceptable programs include all programs that assist the student in meeting the
 24 educational requirements in becoming a Marriage and Family Therapist, a Licensed Clinical Social
 25 Worker, or a licensed Clinical Psychologist or obtain a Bachelor’s degree. Persons with graduate
 26 degrees and who have two (2) years full-time experience in a mental health setting, either post-degree or
 27 as part of the program leading to the graduate degree, shall not be considered as students.

28 3. CONTRACTOR shall maintain personnel files for each staff person, which shall include,
 29 but not be limited to, an application for employment, qualifications for the position, applicable licenses,
 30 waivers, registrations, documentation of bicultural/bilingual capabilities, pay rate, training, and
 31 evaluations justifying pay increases.

32 4. All positions are required to maintain a log delineating hours worked and allocated to each
 33 program of CONTRACTOR.

34 5. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5)
 35 working days following the termination, resignation, or notice of resignation of any clinical employee.
 36 The report shall include the employee's name, position title, date of resignation, and a description of the
 37 recruitment activity to replace the employee.

1 6. CONTRACTOR shall provide training and supervision to all staff and student interns.
2 CONTRACTOR shall ensure that all staff hired or designated to provide services under this Agreement
3 complete twenty (20) hours of training and attend in-service trainings provided by CONTRACTOR and
4 outside agencies.

5 C. WORKLOAD STANDARDS – CONTRACTOR shall provide a minimum of «MO_DSH»
6 billable DSH’s per month or «ANNUAL_DSH» billable DSH’s per year, of mental health services as
7 specified in the Services paragraph of this Exhibit A to the Agreement. CONTRACTOR understands
8 and agrees that this is a minimum standard and shall make every effort to exceed this minimum.

9 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend any of the
10 requirements described in this Staffing paragraph.

11 E. CONTRACTOR shall maintain a current signature-list including each supervisor and provider
12 of direct services who sign chart documentation. The list shall include the printed/typed staff name and
13 title, followed by the legal signature with title as it appears on all chart documents. For licensed or
14 registered clinical staff, the name must match the name on the license or registration.

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19 **VI. REPORTS**

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

23 **B. FISCAL**

24 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
25 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
26 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR’s program(s) or
27 cost center(s) described in the Services paragraph of Exhibit A to this Agreement. Such reports shall
28 include number of clients by program. The reports shall be received by ADMINISTRATOR no later
29 than fifteen (15) calendar days following the end of the month reported.

30 2. CONTRACTOR shall submit quarterly Year-End Expenditure and Revenue Projection Reports
31 to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
32 ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for
33 CONTRACTOR’s program(s) or cost center(s) described in the Service paragraph of this Exhibit A to
34 this Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated
35 monthly costs and revenue to the end of the fiscal year. The reports shall also include units of service
36 and number of participants by program. Year-End Projection Reports shall be submitted in conjunction
37 with the monthly Expenditure and Revenue Reports and shall be due on the following dates:

1 October 15, 2009, January 15, 2010, and April 15, 2010.

2 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
3 These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
4 actual staff hours worked by position, DSH’s provided by position, case load by position, and shall
5 include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly
6 salary, actual salary, and hire and/or termination date. The reports shall be received by
7 ADMINISTRATOR no later than fifteen (15) calendar days following the end of the month being
8 reported.

9 D. PROGRAMMATIC – CONTRACTOR, shall submit monthly programmatic reports to
10 ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than fifteen (15) calendar
11 days following the end of the month being reported. Programmatic reports shall include a description of
12 CONTRACTOR’s progress in implementing the provisions of this Agreement, number of active cases,
13 number of client’s admitted/discharged, any pertinent facts or interim findings, staff changes, status of
14 Licenses and/or Certifications, changes in population served and reasons for any such changes.
15 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of
16 this Agreement.

17 E. PERFORMANCE OUTCOMES – COUNTY shall develop and provide CONTRACTOR with
18 performance outcome measure guidelines for the purpose of evaluating the impact or contribution of
19 CONTRACTOR’s services on the well-being of the Orange County residents being served under the
20 terms of this Agreement.

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

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