

1 AGREEMENT FOR PROVISION OF  
2 SOCIALIZATION PROGRAM FOR ISOLATED ADULTS AND OLDER ADULTS SERVICES

3 BETWEEN

4 COUNTY OF ORANGE

5 AND

6 ~~«UC\_NAME» «UC\_DBA»~~

7 «UC\_NAME UC\_DBA»

8 ~~AUGUST~~ JULY 1, ~~2011~~ 2013 THROUGH JUNE 30, ~~2013~~ 2014

9  
10 THIS AGREEMENT entered into this 1st day of ~~August, 2011~~ July 2013, which date is enumerated  
11 for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
12 ~~«UC\_NAME» «UC\_DBA», a California~~ «UC\_NAME UC\_DBA», a «CORP\_STAT»  
13 (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care  
14 Agency (ADMINISTRATOR).

15  
16 **W I T N E S S E T H:**

17  
18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
19 Socialization Program for Isolated Adults and Older Adults Services described herein to the residents of  
20 Orange County; and

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

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

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37 //

**CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions .....	34
<b><u>I. Acronyms .....</u></b>	<b><u>5</u></b>
<del>I</del> <b><u>II.</u></b> Alteration of Terms .....	6
<del>II</del> <b><u>III.</u></b> Assignment of Debts.....	6
<del>III</del> <b><u>IV.</u></b> Compliance .....	6
<del>IV</del> <b><u>V.</u></b> Confidentiality.....	10
<del>V</del> <b><u>VI.</u></b> Cost Report.....	11
<del>VI</del> <b><u>VII.</u></b> Delegation, Assignment and Subcontracts.....	13
<del>VII</del> <b><u>VIII.</u></b> Employee Eligibility Verification .....	15
<del>VIII</del> <b><u>IX.</u></b> Equipment .....	15
<del>IX</del> <b><u>X.</u></b> Facilities, Payments and Services.....	16
<del>X</del> <b><u>XI.</u></b> Indemnification and Insurance .....	16
<del>XI</del> <b><u>XII.</u></b> Inspections and Audits.....	20
<del>XII</del> <b><u>XIII.</u></b> Licenses and Laws .....	21
<del>XIII</del> <b><u>XIV.</u></b> Literature <del>and</del> Advertisements, <u>and Social Media</u> .....	23
<del>XIV</del> <b><u>XV.</u></b> Maximum Obligation.....	23
<del>XV</del> <b><u>XVI.</u></b> Nondiscrimination.....	24
<del>XVI</del> <b><u>XVII.</u></b> Notices.....	26
<del>XVII</del> <b><u>XVIII.</u></b> .....Notification of Death	27
<del>XVIII</del> <b><u>XIX.</u></b> .....Notification of Public Events and Meetings	28
<del>XIX</del> <b><u>XX.</u></b> Records Management and Maintenance .....	28
<b><u>XXI. Research and Publication .....</u></b>	<b><u>30</u></b>
<b><u>XXII. Right to Work and Minimum Wage Laws .....</u></b>	<b><u>30</u></b>
<del>XX</del> <b><u>XXIII.</u></b> Severability.....	30
<del>XXI</del> <b><u>XXIV.</u></b> .....Special Provisions	31
<del>XXII</del> <b><u>XXV.</u></b> .....Status of Contractor	32
<del>XXIII</del> <b><u>XXVI.</u></b> .....Term	32

1	<del>XXIV</del> . <u>XXVII</u> .....	Termination
2	33	
3	<del>XXV</del> . <u>XXVIII</u> .....	Third Party Beneficiary
4	34	
5	<del>XXVI</del> . <u>XXIX</u> .....	Waiver of Default or Breach
6	35	
7	Signature Page .....	36

## CONTENTS

	<b><u>EXHIBIT A</u></b>	<b><u>PAGE</u></b>
11	I. Definitions .....	1
12	II. Budget .....	4
13	III. Payments .....	6
14	IV. Services .....	7
15	V. Staffing .....	14
16	VI. Reports.....	18
17	VII. Responsibilities .....	<del>14</del> 20

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37 //

**REFERENCED CONTRACT PROVISIONS**

**Term:** ~~August~~ July 1, 2011 through June 30, ~~2013~~ 2014

~~"Period One" means the period from August 1, 2011 through June 30, 2012~~

~~"Period Two" means the period from July 1, 2012 through June 30, 2013~~

**Maximum Obligation:**

~~— Period One~~

**Aggregate Maximum Obligation:** \$1,494,999

~~— Period Two Aggregate Maximum Obligation: — 919,500~~

~~— TOTAL AGGREGATE MAXIMUM OBLIGATION: — \$2,414,499~~

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Provisional Amount

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** ~~«LC\_NAME» «LC\_DBA» «CONTACT\_PERSON»~~

~~«LC\_NAME LC\_DBA»~~

~~«ADDRESS»~~

~~«CITY\_STATE\_ZIP»~~

~~**CONTRACTOR's** «CONTACT\_EMAIL»~~

//  
//  
//  
//  
//  
//  
//

**I. ACRONYMS**

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

A. ARRA American Recovery and Reinvestment Act

B. ASO Administrative Service Organization

C. CCC California Civil Code

D. CCR California Code of Regulations

E. CEO County Executive Office

F. CFR Code of Federal Regulations

G. CHPP COUNTY HIPAA Policies and Procedures

H. COI Certificate of Insurance ~~Coverages:~~

I. DHCS Department of Health Care Services

J. DRS Designated Record Set

K.

~~Coverage~~

~~Minimum Limits~~

~~Commercial GAAP General Liability \$1,000,000 per occurrence Accepted Accounting Principles~~

L. HCA Health Care Agency

M. HHS Health and Human Services

N. HIPAA Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

O.

~~\$2,000,000 aggregate~~

~~Automobile Liability, including coverage \$1,000,000 per occurrence  
for owned, non-owned and hired vehicles~~

~~Workers' Compensation Statutory~~

~~Employer's Liability Insurance \$1,000,000 per occurrence~~

~~Professional Liability HSC California Health and Safety Code~~

P. ISO Insurance ~~\$1,000,000 per claims made or~~ Services Office

Q. MHSA Mental Health Services Act

R. OIG Office of Inspector General

S. OMB Office of Management and Budget

T. OPM Federal Office of Personnel Management

U. PC State of California Penal Code

V. PEI Prevention and Early Intervention

W. PCP Primary Care Provider

X. PHI Protected Health Information

Y. PII Personally Identifiable Information

Z. P&P Policy and Procedure

AA. PRA Public Record Act

AB. SIR Self-Insured Retention

AD. USC United States Code

AE. \_\_\_\_\_ per occurrence

~~Sexual Misconduct~~ \_\_\_\_\_ \$1,000,000 per occurrence

WIC State of California Welfare and Institutions Code

//

## ~~II.~~ ~~I.~~ II. ALTERATION OF TERMS

A. This Agreement, together with Exhibit A attached hereto and incorporated herein ~~by reference~~, fully expresses ~~all~~ the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these purposes. No.~~

B. Unless otherwise expressly stated in this Agreement, ~~no~~ addition to, or alteration of, the terms of this Agreement ~~or any Exhibits~~, whether written or verbal, shall be valid unless made in ~~writing and~~ the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

## ~~III.~~ ~~II.~~ III. ASSIGNMENT OF DEBTS

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

## IV. COMPLIANCE

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

1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of the relevant ~~policies and procedures~~ HCA P&Ps relating to ~~ADMINISTRATOR's~~ HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

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

relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

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

3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant ~~policies and procedures~~ P&Ps to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

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

#

~~6~~ 5. Upon ~~approval of CONTRACTOR's Compliance Program by~~ written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")~~ all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related ~~policies and procedures~~ P&Ps.

~~7~~ 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant ~~policies and procedures~~ P&Ps shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

B. SANCTION SCREENING — CONTRACTOR shall ~~adhere to all screening P&Ps and~~ screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible Persons," as ~~defined hereunder~~, pursuant to this Agreement. Screening shall be conducted against the General Services Administration's ~~List of Parties Excluded from Federal Programs and~~ Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California

Medi-Cal Suspended and Ineligible Provider List and/or any other as identified by the ADMINISTRATOR.

~~1.~~ 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related P&Ps.

2. An Ineligible Person shall be any individual or entity who:

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

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

~~23.~~ 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

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

~~45.~~ 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

~~56.~~ 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

~~#~~ CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY



business operations related to this Agreement.

~~6~~7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this ~~AGREEMENT~~ Agreement. ADMINISTRATOR will determine ~~if any~~ appropriate repayment ~~is necessary~~ from ~~or~~ sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

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

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

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

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

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

~~3~~4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

//

//

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

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

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

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

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

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of~~

~~Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

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

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

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

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

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

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

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

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

### **V. CONFIDENTIALITY**

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

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

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this

Agreement. Such consents shall be obtained by CONTRACTOR in accordance with ~~California Civil Code~~ CCC, Division 1, Part 2.6 relating to confidentiality of medical information.

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

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

## VI. COST REPORT

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

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

a. CONTRACTOR may be assessed a late penalty of ~~one~~ five hundred dollars (~~\$100~~ 500) for each business day after the above specified due date that the accurate and complete individual and/or consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual and/or consolidated Cost Report due COUNTY by CONTRACTOR.

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR

1 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the  
2 individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

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

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

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

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

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

37 E. If the individual and/or consolidated Cost Report ~~for the period~~ indicates the actual and

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

F. ~~The~~ All individual and/or consolidated Cost ~~Report for each period~~ Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

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

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

## VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this Paragraph shall be void.

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

~~B. For CONTRACTORS which are~~ 1. If CONTRACTOR is a nonprofit corporations organization, any change from a nonprofit corporation to any other corporate structure of



CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this ~~paragraph~~ Paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this ~~paragraph~~ Subparagraph shall be void.

~~C. For CONTRACTORS which are~~ 2. If CONTRACTOR is a for-profit ~~organizations~~ organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of ~~CONTRACTOR's directors~~ Board of Directors of CONTRACTOR at one time shall be deemed an assignment pursuant to this ~~paragraph~~ Paragraph. Any attempted assignment or delegation in derogation of this ~~paragraph~~ Subparagraph shall be void.

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this Paragraph. Any attempted assignment or delegation in derogation of this Subparagraph shall be void.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.

1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar day's written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this Paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

//

## VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

#

## IX. EQUIPMENT

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

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

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

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number,

1 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,  
2 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment  
3 cost, if any.

4 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
5 inventories of ~~Loaned~~all Equipment. ~~Equipment shall be tagged with a COUNTY issued tag.~~ Upon  
6 demand by ADMINISTRATOR, CONTRACTOR shall return any or all ~~Loaned~~ Equipment to  
7 COUNTY.

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

12 G. 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 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
17 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY ~~Loaned~~  
18 Equipment.

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

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

## 27 **XI. INDEMNIFICATION AND INSURANCE**

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



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

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.

D. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

#### E. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com)

2. ~~C. All insurance~~ If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

F. The policy or policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage	\$1,000,000 per occurrence for owned, non-owned and hired vehicles
Workers' Compensation, <del>Employer's</del>	Statutory

Employers' Liability, ~~and~~ Insurance \$1,000,000 per occurrence

//

//

Professional Liability Insurance \$1,000,000 per claims made  
or per occurrence

Sexual Misconduct Liability \$1,000,000 per occurrence

#### G. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following ~~clauses~~ endorsements, which shall accompany the COI:

~~1. "The~~ 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is ~~included as an additional insured with respect to the operations of the named insured performed under contract with~~ primary and any insurance or self-insurance maintained by the County of Orange. ~~" shall be excess and non-contributing.~~

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

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

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

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

J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days' notice in the event of cancellation and ten (10) calendar days' notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of Agreement.

M. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

P. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

#### Q. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:

a. Prior to the start date of this Agreement.

b. No later than the expiration date for each policy.

c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of the Indemnification and Insurance Paragraph of the Agreement.

2. The COI and endorsements shall be provided to the COUNTY at the address as referenced in the Referenced Contract Provisions of this Agreement.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and

CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

## **XII. INSPECTIONS AND AUDITS**

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

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

### **C. AUDIT RESPONSE**

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

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

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

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

### XIII. LICENSES AND LAWS

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

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

~~1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;~~

~~2. State of California Health and Safety Code, Sections 1250 et seq.;~~

~~3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting;~~

~~4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;~~

~~5. Code of Federal Regulations (CFR), Title 42 and Title 45;~~

~~6. United States Code (U.S.C.A.) Title 42;~~

~~7. Federal Social Security Act, Title XVIII and Title XIX;~~

~~8. The Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.);~~

~~9. The Clean Air Act (42 U.S.C.A. Section 114 and Section 1857, et seq.);~~

~~10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and Sections 1251 et seq.);~~

~~11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);~~

~~12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;~~

~~13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;~~

~~14 Policies and procedures set forth in Mental Health Services Act of 2004/Proposition 63.~~

~~15. Health Insurance Portability and Accountability Act (HIPAA), as it may exist now, or be hereafter amended, and if applicable.~~

~~16. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A-122, and A-133.~~

~~C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

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

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.

2. WIC, Divisions 5, 6 and 9.

3. State of HSC, §§1250 et seq.

4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.

5. CCR, Title 9, Title 17, and Title 22.

6. CFR, Title 42 and Title 45.

7. USC Title 42.

8. Federal Social Security Act, Title XVIII and Title XIX.

9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.

10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.



11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

12. 31 USC 7501.70, Federal Single Audit Act of 1984.

13. P&Ps set forth in MHSA.

14. P&Ps set forth in DHCS Letters.

15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

16. OMB Circulars A-87, A-89, A-110, A-122.

#### **XIV. ~~LITERATURE AND ADVERTISEMENTS~~**

##### **. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media P&Ps and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

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

The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Socialization Program for Isolated Adults and Older Adults Services ~~during Period One and Period Two, are~~ is as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to

CONTRACTOR will be only a fraction of ~~these~~this Aggregate Maximum ~~Obligations~~Obligation.

## **XVI. NONDISCRIMINATION**

### **A. EMPLOYMENT**

1. During the ~~performance~~term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination~~ Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. ~~There shall be posted~~ CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

B. SERVICES, BENEFITS, AND FACILITIES — CONTRACTOR and/or subcontractor shall not



discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 ~~U.S.C.A.~~ USC §2000d); the Age Discrimination Act of 1975 (42 ~~U.S.C.A.~~ USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

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

- ~~a~~1. Denying a client or potential client any service, benefit, or accommodation.
- ~~b~~2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- ~~c~~3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- ~~d~~4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
- ~~e~~5. Assignment of times or places for the provision of services.

~~2. Complaint Process~~ C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients through a written statement that ~~CONTRACTOR's~~ CONTRACTOR and/or subcontractor's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR; or ~~the~~ COUNTY's Patient's Rights Office. ~~CONTRACTOR's statement shall advise clients of the following:~~

~~a~~1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

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

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

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

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

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

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

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

## **XVII. NOTICES**

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

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

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

//

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

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

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

## **XVIII. NOTIFICATION OF DEATH**

A. ~~NON-TERMINAL ILLNESS DEATH~~ Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

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

2. ~~In addition,~~ WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall, ~~within sixteen (16) hours after such death,~~ hand deliver ~~or~~ fax, ~~a written Notification of Non-Terminal Illness Death~~ and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

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

~~B. TERMINAL ILLNESS DEATH~~

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

~~2C.~~ If there are any questions regarding the cause of death of any person served

~~hereunder~~ pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with ~~subparagraph A. above~~ this Notification of Death Paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## **XXI. RESEARCH AND PUBLICATION**

CONTRACTOR shall not utilize information and data received from COUNTY or developed as a result of this Agreement for the purpose of personal publication.

## **XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it exists or may hereafter be amended.

## **XXIII. SEVERABILITY**

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

#### **XXIV. SPECIAL PROVISIONS**

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

1. Making cash payments to intended recipients of services through this Agreement.
  2. Lobbying any governmental agency or official ~~or making political contributions.~~
- CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, ~~U.S.C.A., Section~~ USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. ~~Supplanting current funding for existing services.~~
  - ~~4. Fundraising.~~
  4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.
  5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.
  6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
  7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the ~~Federal Office of Personnel Management (OPM);~~ OPM. The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).
  8. Severance pay for separating employees.
  9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
  10. Supplanting current funding for existing services.

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

- ~~1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.~~
- ~~2. 1. Providing inpatient hospital services or purchasing major medical equipment.~~
- ~~3. Satisfying any expenditure of non federal funds as a condition for the receipt of federal funds (matching).~~

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

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

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

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

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

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

6. Providing inpatient hospital services or purchasing major medical equipment.

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

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

## **XXV. STATUS OF CONTRACTOR**

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

## **XXVI. TERM**

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



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

## XXVII. TERMINATION

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

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

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

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

### D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
  - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar ~~days~~ day's written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is suspended or terminated prior to the completion of the term as

specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of Termination~~ pursuant to Subparagraphs B., C., or D. above, CONTRACTOR shall do the following:

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

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

~~3.~~ 3. Until the date of termination, continue to provide the same level of service required by this Agreement.

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

~~4.~~ 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with ~~their~~ client's best interests.

~~5.~~ 6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

~~6.~~ 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

~~7.~~ 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

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

## **XXVIII. THIRD PARTY BENEFICIARY**

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

#

#

**XXIX. WAIVER OF DEFAULT OR BREACH**

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

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

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

«UC\_NAME» «UC\_DBA»  
«UC\_NAME UC\_DBA»

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

TITLE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

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

HEALTH CARE AGENCY

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

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

DEPUTY

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

signature alone is required by ~~HCA~~.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

ADMINISTRATOR.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
SOCIALIZATION PROGRAM FOR ISOLATED ADULTS AND OLDER ADULTS SERVICES  
WITH  
«UC\_NAME» «UC\_DBA»  
«UC\_NAME UC\_DBA»  
~~AUGUST~~ JULY 1, ~~2014~~ 2013 THROUGH JUNE 30, ~~2013~~ 2014

### 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~~ the Agreement.

~~— A. Active Participant means an unduplicated isolated individual, twenty-six (26) years old and above, with a special emphasis on those over the age of fifty-five (55) years, who are currently enrolled in COUNTY's Socialization Program for Isolated Adults and Older Adults.~~

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

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

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

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

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

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

Case management services include; but are not limited to, referrals ~~— H. Enrollment means the data entry of a participant's program information into COUNTY's Prevention and Intervention database for purposes of recording~~ linkages to needed services such as; resources, coaching, and tracking a participant's involvement in the program assistance with translation and transportation.

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

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

means ensuring that the participant has linked to the referred service and/or successfully transitioned

from one service to another.

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

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

~~M. Health Education means the practice of educating and teaching individuals and groups of people about behaviors conducive to the promotion, maintenance and restoration of good physical and mental health.~~

~~N. G. Individual Intervention means the delivery of any strategies or services on an individual or single family unit basis.~~

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

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

~~person-to-person level. Examples include, but are not limited to, education, case management, short-term therapy and life coaching to address individualized goals and objectives.~~

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

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

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

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

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

~~T. Mental Health Services Act (MHSA)~~ ~~J. MHSA~~ means the law that provides funding for expanded community mental health services ~~act~~, also known as "Proposition 63."

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

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

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

~~X. Participant to volunteer transition means that an enrolled participant completes the program and~~



is subsequently recruited as a volunteer, returning to the program to serve in a volunteer, rather than participant capacity.

~~M. PHI Y. Presentation/Speaking Engagement~~ means structured, culturally appropriate mental health education and prevention activities directed to participants.

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

~~AA. Program Protocol~~ means the written program description, goals, objectives, and policies established by CONTRACTOR for the program provided pursuant to this Agreement.

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

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

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

ACP. Referral means ~~the process of sending~~ an individual ~~from~~ receives information or contacts for services or programs, or an unsuccessful linkage attempt.

Q. Support Group means a group consisting of eight (8) to twelve (12) people (led by a therapist and a co-facilitator/survivor) who provide one service to another for health care, mental health, and/or other with unconditional support services, information, and skills to cope with the psychological stressors and/or loss associated with attempted or completed suicide.

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

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

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

~~—AG. Telegeroopsychiatrist is a Board-Certified Psychiatrist, who specializes in the area of psychiatry as it relates to older adults and whose services are accessible via telephone or the Internet.~~

~~—AH. Training~~ means the action or method used to transfer skills and/or knowledge to a target audience.

~~—AI. Trauma-Exposed Individuals mean those who are exposed to traumatic events or prolonged traumatic conditions, including grief, loss and isolation, including those who are unlikely to seek help from any traditional mental health service.~~

~~—AJ. Unduplicated Participant means an individual that is counted only once, despite how many programs the individual is enrolled in during a contractual agreement period.~~

~~—AK. Unit~~ S. Units of Service means the number and/or type of activities the CONTRACTOR will fulfill during a contractual agreement period.

## II. BUDGET

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

	PERIOD <del>ONE</del> BU DGET	PERIOD <del>TWO</del>	TOTAL
ADMINISTRATIVE			
<del>COST</del> COSTS			
<del>—Salaries</del> «ADMIN_SALARIES»	\$«ADM_SAL_1»	\$«ADM_SAL_2»	\$«ADM_SAL_TTL»
<del>—Benefits</del> «ADMIN_BENEFITS»	«ADM_BEN_1»	«ADM_BEN_2»	«ADM_BEN_TTL»
<del>—Services and Supplies</del> «ADMIN_SERV_SUPP»	«ADM_SS_1»	«ADM_SS_2»	«ADM_SS_TTL»
«ADMIN_PROF_FEES»		«ADM_PROF_1»	
<del>—Indirect Costs</del> «ADMIN_IND_COSTS»	«ADM_IC_1»	«ADM_IC_2»	«ADM_IC_TTL»
SUBTOTAL ADMINISTRATIVE	\$«ADM_SUB_1»	\$«ADM_SUB_2»	\$«ADM_SUB_TTL»

		B_1»		
	PROGRAM	<del>COST</del> COSTS		
	<del>Salaries</del>	«PR_CO_SALARIES»	\$	\$«PGM_
			«PGM_SA	\$«PGM_S
			L_1»	SAL_2»
	<del>Benefits</del>	«PR_CO_BENEFITS	«PGM_BE	«PGM_B
			N_1»	BEN_2»
	<del>Services</del>	and	«PGM_SS	«PGM_SS
	<del>Supplies</del>	«PR_CO_SALARIES1»	_1»	S_2»
	<del>Subcontractors</del>	«PR_CO_SUC		«PGM_S
	ON»		«PGM_SU	«PGM_SU
			UBC_2»	BC_TTL»
			BC_1»	
	SUBTOTAL		=	\$
	PROGRAM	<del>Start</del>	«PGM_S	«PGM_ST
	Up		T_UP_1	UP_2»«P
			GM_SUB	
			1»	
	TOTAL GROSS		\$«PGM_S	\$«PGM_
	<del>COSTS</del>	<del>SUBTOTAL PROGRAM</del>	UB_1»\$«T	SUB_2»
			OTAL G	UB_TTL»
			COSTS»	
	REVENUE			
	<del>Mental</del>	<del>Health</del>	<del>Services</del>	\$
	Act/Prop 63	MHSA	«REV 1»	2»
	SUBTOTAL	TOTAL	REVENUE	\$«REV_SU
			B_1»\$	SUB_2»
			«REV_TOT	UB_TTL»
			A_1»	
	TOTAL		\$	\$«MAX
	MAXIMUM OBLIGATION		«MAX_OB	OB_2»
			1»	OB_TTL»

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting

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

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

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

### III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$«ARREARS\_1» per month ~~for Period One and \$«ARREARS\_2» per month for Period Two.~~ provided, however, that the total of such payments does not exceed COUNTY's Aggregate Maximum Obligation as set forth in the Referenced Contract Provisions of the Agreement.

B. Monthly payments are interim payments only, and subject to final settlement in accordance with the Cost Report ~~paragraph~~ Paragraph of ~~this~~ the Agreement ~~for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's Total Maximum Obligation, and, provided further, CONTRACTOR's costs are reimbursable pursuant to federal, state and county regulations.~~ ADMINISTRATOR may, at its discretion, pay supplemental ~~billings~~ invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

#### IV. SERVICES

##### A. FACILITIES:

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

2. CONTRACTOR shall maintain ~~regular~~ regularly scheduled ~~services~~ service hours, ~~five (5) days Monday through Friday 8:00 a.m. – 5:00 p.m.~~ throughout the year, and maintain the capability to provide services ~~during in the~~ evening hours, ~~on weekdays, until 8:00 p.m.~~ and on weekends, ~~when necessary~~, in order to accommodate participants:

~~3. unable to participate during regular business hours.~~ CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

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

#### B. SOCIALIZATION SERVICES:

1. CONTRACTOR shall provide ~~socialization services to~~ Socialization Program for Isolated Adults and Older Adults services, hereafter referred to Socialization Services, to isolated adults and older adults, who ~~live~~ reside in Orange County ~~for the purposes of promoting their increased social functioning to reduce~~ that have been identified by CONTRACTOR as being at risk for isolation and ~~reducing risks of developing mental health conditions such as~~ /or depression, and ~~or substance abuse~~ who are homebound and/or in an isolated environment.

2. CONTRACTOR shall ~~develop a comprehensive plan to promote program visibility and participation by accomplishing, at a minimum, the following objectives:~~

~~a. Development of a media campaign, which includes, but not limited to, mainstream, ethnic media and social media;~~

~~make appropriate transportation available to participants who do not have acceptable access to transportation, to take participants to group socialization activities at community senior centers, or other appropriate~~

~~b. Development and dissemination of materials such as pamphlets, brochures, and factsheets to be distributed at group presentations, community events, health fair or networking opportunities;~~

~~c. Educating and informing members of the following groups, who likely interface with program targeted populations:~~

~~1) First responders such as fire departments, paramedics, emergency medical technicians, and local law enforcement agencies;~~

~~2) Professionals such as Multipurpose Senior Services Program and In-Home Support Services workers, medical and behavioral health care providers, social services providers; and~~

~~3) The general public.~~

~~3. CONTRACTOR, upon receipt of an incoming referral, shall respond within one (1)~~



~~business day to gather necessary information for the purpose of eligibility determination and shall inform the referring party of participant's eligibility within three (3) business days.~~

~~4. CONTRACTOR shall use the following criteria in determining program eligibility: an adult, especially an older adult resident of Orange County, who is isolated; not currently engaged in community activities; and has signs of depression.~~

~~5. Once eligibility is determined, CONTRACTOR shall assign a case manager to the participant. The case manager will contact the participant and schedule a home visit to conduct an in-home comprehensive assessment, develop an individualized socialization plan with the participant, and match the participant with a life coach, who then will assist the participant with the implementation of the socialization plan.~~

~~6. CONTRACTOR shall use COUNTY approved assessment tools to evaluate the participant's mental and physical conditions including substance use or co-occurring conditions, family support, social network, strengths and vulnerabilities, hobbies, likes and dislikes.~~

~~7. CONTRACTOR shall visit participants in their homes and conduct activities which include, but not limited to, the followings:~~

~~a. establishing and assisting participants with implementing the socialization plans; provide b. educating participants with education materials on available services offered by CONTRACTOR and other service providers;~~

~~c. conducting ongoing assessment;~~

~~d. encouraging social participation;~~

~~e. assisting with life skills development;~~

~~f. referring and linking participants to community resources;~~

~~g. educating participants on various topics such as loss and grief, trauma, isolation and depression, substance use (including prescribed medications) and co-occurring conditions, wellness daily functioning, community resources for families and caregivers, and other topics deemed necessary by CONTRACTOR and approved by the ADMINISTRATOR. CONTRACTOR shall also actively educate the community and/or target groups that work with isolated adults and older adults about the program's nature and scope of services to promote visibility and access.~~

~~8. CONTRACTOR shall encourage and promote an adaptive the gradual transition that of participants from individual to group activities over a six (6) to twelve (12) month period of time. This transition should progress from one-to-one, largely in-home contact with a designated Life Coach, to appropriate activities in group settings, either in person at a local, community-based socialization center, or via any other approved community resource that builds socialization opportunities, such as telephonic activity groups. Follow-up with participants shall be conducted at least once within sixty (60) calendar days of the successful transition to group activities as an ongoing component of program completion, as life circumstances change for each participant.~~

~~9. CONTRACTOR shall offer educational, skill based, and socialization group~~

support to participants. Support activities shall include, but not limited to, the following:

- ~~a. informational/educational workshops;~~
- ~~b. skills building;~~
- ~~c. computer classes;~~
- ~~d. employment readiness;~~
- ~~e. dance classes;~~
- ~~f. exercise programs; and~~
- ~~g. support groups.~~

~~10. CONTRACTOR shall retain services from a licensed and board-certified psychiatrist with specialties in working with older adults. Services shall include, but not limited to, consultation with program staff about participants' psychosocial vulnerabilities; psychiatric assessment and evaluation; case management; and education and consultation to the primary care providers.~~

~~11. CONTRACTOR shall routinely screen participants to determine if support is needed. Upon request, CONTRACTOR shall arrange for pick-up and drop-off of participants to facilitate participation in socialization opportunities in the community.~~

~~12. CONTRACTOR shall not refuse referrals if CONTRACTOR has available space and appropriate staffing to accept additional participants, unless otherwise approved by ADMINISTRATOR.~~

~~13. CONTRACTOR shall make every reasonable effort to accommodate participants' cultural and linguistic needs. Should there arises a need to link or transfer a participant to another COUNTY's contracted provider within the collaborative agencies, CONTRACTOR shall obtain participants' consent prior to initiating such action~~ and shall communicate with the other Socialization Services providers should referrals be lacking or overwhelming, and will seek assistance from the other Socialization Services providers to obtain or transfer potential participants in need of services. CONTRACTOR shall either directly offer group activities according to the participant's individualized socialization plan, or refer the participant to the other Socialization Services providers that offer socialization, education, and/or support groups.

~~14. CONTRACTOR shall establish clear standards or guidelines on the management of inter- and intra-agency referrals and linkages.~~

~~15.~~ 6. CONTRACTOR shall offer participants who demonstrate a high risk of mental illness individualized access to a more intensive assessment of psychosocial vulnerabilities, and when applicable, shall be encouraged to follow-up with an existing PCP and receive professional consultation support from CONTRACTOR's telegeropsychiatrist.

7. CONTRACTOR shall provide assistance for participants who do not have an existing PCP, to locate a satisfactory community resource, for which the telegeropsychiatrist shall be accessible for consultation.

8. CONTRACTOR shall when applicable, actively engage and promote interested participants

in becoming volunteers and provide them with necessary support and opportunities to apply knowledge and skills learned for the benefits of the participants and the community.

9. CONTRACTOR shall coordinate ~~referrals and linkages of~~ with the telegeropsychiatrist to provide trainings for community PCPs on identifying, treating and referring isolated adults and older adults to reduce the incidence and severity of mental health issues in this population.

10. The length of a participant's participation in the program, per the PEI guidelines, shall be six (6) to twelve (12) months.

11. CONTRACTOR shall provide the following types of program services:

a. Outreach

1) CONTRACTOR shall contact individuals, twenty-six (26) years old and above, with a special emphasis on those over the age of fifty-five (55), who are homebound and/or living in isolated environments to assess the potential participant's strengths, vulnerabilities, interests, and demographic characteristics.

2) CONTRACTOR shall conduct interviews of individuals by phone or in person, within three (3) calendar days of the initial inquiry.

3) CONTRACTOR shall conduct individual home visits in order to assess potential participant's strengths, vulnerabilities, interests, and demographic characteristics.

b. Assessment and Individualized Socialization Plan Development

1) CONTRACTOR shall use screening tools such as the Patient Health Questionnaire (PHQ-9), WHO 5 Well-Being Index, and the Social Functioning Survey to assess potential participants and to develop the individualized socialization plan.

2) CONTRACTOR shall maintain responsibility for those individuals whose vulnerabilities exceed the socialization program's scope, and shall maintain contact with those individuals until CONTRACTOR connects them with other ~~existing prevention and early intervention~~, more appropriate resources.

c. Matching

1) CONTRACTOR shall pair participants with staff and/or volunteers, and assign participants to a waiting list, if necessary.

2) CONTRACTOR shall maintain periodic contact with waitlisted participants until such time as a staff member can begin face-to-face contact.

d. Activities

1) CONTRACTOR shall perform activities with participants, to include, but not be limited to, the following:

a) Community Events - participation in organized events where information about the program is shared with other service providers, potential participants and community members.

b) Volunteer Hours - Hours spent by an individual who provides either direct or supportive services, ~~behavioral health~~ and receives no monetary compensation.

c) Home Visit - A meeting with a participant outside of the provider's office at a location that is convenient for the participant.

d) Resource Linkage - When an individual is connected to programs or services; ~~emergency and medical services, and community resources~~ through warm hand-off or follow-up to ensure that participants and their family members are given access to the most appropriate level and type of service the connection is made.

~~16. CONTRACTOR shall collaborate with other Socialization Services providers in forming a coalition or workgroup to identify service gaps, maximize services, cross-train staff, and promote program visibility through a collaborative publicity campaign.~~

~~17. CONTRACTOR shall have an exit/discharge plan for each program participant and conduct a follow-up~~ e) Follow-up - A contact made within ~~thirty (30)~~ 60 days of a participant's discharge from the program to support participant's ongoing socialization plan.

~~18. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the services referenced in subparagraph B. above.~~

#### ~~C. UNITS OF SERVICE:~~

f) Education/Skills Groups - A meeting conducted by your agency of two (2) or more participants which has a focus of providing information and/or teaching a skill.

g) Socialization Groups - A meeting/group facilitated by your agency, consisting of two (2) or more participants which has a focus of providing an opportunity for the participants to interact/socialize with others.

h) Telegeropsychiatrist Consultation Hours - Hours of service provided by the telegeropsychiatrist, including consultation with program staff regarding participants, psychiatric assessment and evaluation, case management, education or consultation to PCPs.

i) Telegeropsychiatrist PCPs Trained - Number of primary care and medical support providers who receive training from the telegeropsychiatrist on assessing, identifying, treating and referring isolated adults and older adults.

j) Transportation Trips - One-way transportation for which the contractor facilitates or provides the transportation.

12. CONTRACTOR shall achieve, track, report, and record at a minimum, the following ~~annual~~ units of service, ~~for Period One and Period Two, on a monthly basis~~ as specified below:

#### ~~TYPES OF SERVICE~~

«COM EVE»

«VOL\_HRS»

~~COMMUNITY~~

~~EDUCATION~~ «HOM VIS»

~~Community Events~~

#### ~~PERIOD~~

~~ONE~~ «UNIT CE»

«UNIT\_VH»

«UNIT\_HV»

«EVENTS\_1» «UNIT\_RL»

#### ~~PERIOD~~

~~TWO~~

«EVENTS\_2»

1	«RES_LINK»		
2	Media	«MEDIA_1»«UNIT_FU»	«MEDIA_2»
3	Advertisement/Announcement		
4	«FOLL_UP»		
5	«ED_SK_GRP»	«UNIT_ESG»	
6	VOLUNTEER HOURS	«VOLNT_1»«UNIT_SG»	«VOLNT_2»
7	«SOC_GRP»		
8	«TEL_CON_HRS»	«UNIT_TCH»	
9	PARTICIPANT ACTIVITIES	«UNIT_TPT»	
10	«TEL_PC_TR»		
11	Home visits	«TRAN_TR»	«HOME_VIST_1»«UNIT TT»
12	Linkage	«LINK_1»	«LINK_2»
13	Referrals	«REFER_1»	«REFER_2»
14	Follow up	«FOLLOWUP_1»	«FOLLOWUP_2»
15			
16	GROUP SUPPORT		
17	Education and Skills	«ED_SKILL_1»	«ED_SKILL_2»
18	Socialization	«SOCIALZN_1»	«SOCIALZN_2»
19			
20	TELEGEROPSYCHIATRIST	«T_G_PSY_1»	«T_G_PSY_2»
21	SERVICES		
22			
23	TRANSPORTATION	«TRANSPT_1»	«TRANSPT_2»
24			
25	2. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the		
26	Units of Service referenced in subparagraph C. above.		
27	D. CONTRACTOR shall ensure that all CONTRACTOR's program staff pursuant to this		
28	Agreement complete COUNTY's Annual Compliance Training and attend trainings as requested by		
29	ADMINISTRATOR.		
30	E. CONTRACTOR shall attend regular meetings with ADMINISTRATOR and Prevention and		
31	Intervention Program (P&I) staff to discuss contractual and other issues related to, but not limited to,		
32	compliance with policies and procedures, program services, goals and objectives, performance		
33	objectives and outcomes, and general contractual compliance.		
34	F. OUTCOME MEASURES CONTRACTOR shall //		
35	C. OUTCOME MEASURES		
36	1. CONTRACTOR shall track and implement COUNTY ADMINISTRATOR approved		
37	outcome measures across all services.		

1. Outcome measures shall include, but are not limited to:

a. ~~Administration and analysis of participant's satisfaction survey (completed upon participant's program exit);~~

b. ~~Participant's change in levels of socialization functioning as measured by the Socialization Social Functioning Survey;~~

c. ~~Incidences of~~ Patient Health Questionnaire (PHQ-9), WHO 5 Well-Being Index, and Participant Satisfaction Survey completed at program start, at a designated point-in-time, and upon completion. After participant exits the program, CONTRACTOR shall follow-up to track sustainability of social functioning. For participants ~~engaging and transitioning to out of home socialization activities when possible;~~ who demonstrate a level of emotional vulnerability that exceeds the program scope, linkages will be made for more intensive intervention.

d. ~~Monitoring the~~ 2. CONTRACTOR shall develop a system to track and record the following demographics: number of ~~linkages to community resources;~~ and

e. ~~Incidences of volunteerism.~~

2. Further, CONTRACTOR shall track the numbers of participants ~~individuals served~~ based on age ~~group, groups;~~ race and ethnicity/~~race, and unique cultures;~~ primary language; culture such as ~~veterans/families and~~ lesbian, gay, bisexual, transgender, and ~~questioning (LGBTQ) persons, and~~ intersex (LGBTQI), veterans, and others such as hearing impaired.

G. ~~ONGOING COMMUNICATIONS~~ CONTRACTOR shall maintain and engage in ongoing communications with the other Socialization Program service providers, and agrees to make themselves available to meet at the request of the other Socialization Program service providers to discuss program issues, referral processes, joint outreach and community education efforts, etc.

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

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

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

//

## V. STAFFING

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



1				
2	ADMINISTRATION	PERIOD ONE	PERIOD TWO	
3			<u>FTEs</u>	
4				
5				
6				
7				
8				
9	—Executive Director/CEO	«ADMIN»	«EX_DIR_1»	«EX_DIR_2»
10				
11				
12	—Director of Finance	«ADMIN_1_1»	«DIR_FIN_1»	«DIR_FIN_2» «FTE_1_A»
13				
14				
15	—Personnel Manager	«ADMIN_2_1»	«PSNL_MGR_1»	«PSNL_MGR_2» «FTE_2_A»
16				
17				
18				
19	—Office Administrator	«ADMIN_3_1»	«OFF_ADMIN_1»	«OFF_ADMIN_2» «FTE_3_A»
20				
21				
22				
23	SUBTOTAL	ADMINISTRATION	«ADMIN_SUB_11»	«ADMIN_SUB_22» «FTE_4_A»
24	«ADMIN_4_1»			
25				
26	«ADMIN_5_1»			«FTE_5_A»
27	«ADMIN_6_1»			«FTE_6_A»
28	«ADMIN_7_1»			«FTE_7_A»
29	«ADMIN_8_1»			«FTE_8_A»
30	«ADMIN_9_1»			«FTE_9_A»
31	«ADMIN_10_1»			«FTE_10_A»
32	«SUBTOTAL ADMINISTRATION»			«FTE_SUB_11A»
33				
34	PROGRAM			
35	—Program Director/Manager	«PGM_1_1»	«PGM_DIR_1»	«PGM_DIR_2» «FTE_1_P»
36				
37				

<u>1</u>	<del>Clinical Supervisor</del>	<u>«PGM_2_1»</u>	<del>«C_S</del>	<del>«C_SUPV_2»</del>	<u>«FTE_2</u>
<u>2</u>			<del>UPV</del>		<u>P»</u>
<u>3</u>			<del>_1»</del>		
<u>4</u>	<del>Volunteer Coordinator</del>	<u>«PGM_3_1»</u>	<del>«VO</del>	<del>«VOL_COORD_2»</del>	<u>«F</u>
<u>5</u>			<del>L_C</del>		<u>TE_3 P»</u>
<u>6</u>			<del>OOD</del>		
<u>7</u>			<del>D_1»</del>		
<u>8</u>	<del>Intake Specialist</del>	<u>«PGM_4_1»</u>	<del>«INT</del>	<del>«INTAKE_SPEC_2»</del>	<u>«</u>
<u>9</u>			<del>AKE</del>		<u>FTE_4 P»</u>
<u>10</u>			<del>_SPE</del>		
<u>11</u>	<del>Case Manager</del>	<u>«PGM_5_1»</u>	<del>C_1»</del>	<del>«CAS</del>	<del>«CASE_MGR_2»</del>
<u>12</u>			<del>E_M</del>		<u>«FT</u>
<u>13</u>			<del>GR_1</del>		<u>E_5 P»</u>
<u>14</u>			<del>»</del>		
<u>15</u>	<del>Life Coach</del>	<u>«PGM_6_1»</u>	<del>«LIF</del>	<del>«LIFE_COACH_2»</del>	<u>«F</u>
<u>16</u>			<del>E_C</del>		<u>TE_6 P»</u>
<u>17</u>			<del>OAC</del>		
<u>18</u>			<del>H_1»</del>		
<u>19</u>	<del>Subcontractors</del>	<u>«PGM_7_1»</u>	<del>«SUB</del>	<del>«SUBK_PROGRAM</del>	
<u>20</u>			<del>K_PR</del>	<u>2»</u>	<u>«FTE_7 P»</u>
<u>21</u>			<del>OGR</del>		
<u>22</u>			<del>AM</del>		
<u>23</u>			<u>1»</u>		
<u>24</u>	<u>«PGM_8_1»</u>				<u>«FTE_8 P»</u>
<u>25</u>	<u>«PGM_9_1»</u>				<u>«FTE_9 P»</u>
<u>26</u>	<u>«PGM_10_1»</u>				<u>«FTE_10 P»</u>
<u>27</u>	SUBTOTAL PROGRAM		<del>«PG</del>	<del>«PGM_SUB_22»</del>	<u>«FTE</u>
<u>28</u>			<del>M_S</del>		<u>SUB_11P »</u>
<u>29</u>			<del>UB_1</del>		
<u>30</u>			<u>1»</u>		
<u>31</u>	<del>SUBCONTRACTOR</del>	<u>«SUBCONTRACTOR»</u>			<u>«SUBC_1»</u>
<u>32</u>	<del>Telegeropsychiatrist</del>		<del>«T_G</del>	<del>«T_G_PSY_2»</del>	
<u>33</u>			<del>_PSY</del>		
<u>34</u>			<u>1»</u>		
<u>35</u>	<del>SUBTOTAL SUBCONTRACTOR</del>	<u>«Sub_SC»</u>	<del>«SUB</del>	<del>«SUB_SUBC_2»</del>	<u>«SUB</u>
<u>36</u>			<del>_SUB</del>		<u>C_2»</u>
<u>37</u>			<u>C_1»</u>		

TOTAL FTEs

«TTL\_FTE\_1» «TTL\_FTE\_2» «TTL\_FTE\_1»

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

~~C. CONTRACTOR shall ensure that all staff, paid or unpaid, complete necessary training and receive scheduled ongoing supervision and support prior to discharging duties associated with their titles. These trainings might include, but be not limited to, components as specified in Staffing Section of this Agreement, legal mandates and ethical behavior; and any other training necessary to assist the CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.~~

~~D. CONTRACTOR shall actively design and develop a strong volunteer/intern base by recruiting, training, and retaining qualified program participants and community members as volunteers/interns, especially as Life Coaches and group facilitators. CONTRACTOR shall provide ongoing supervision to volunteers and/or interns consistent with the prevailing educational and best practice standards or as specified by ADMINISTRATOR.~~

~~E. CONTRACTOR may augment the above paid staff with volunteers or student interns upon written approval of ADMINISTRATOR. CONTRACTOR shall meet minimum requirements for supervision of each student intern as required by the state Licensing Board and/or school program descriptions or work contracts.~~

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

~~GC.~~ CONTRACTOR shall make its best effort to provide services pursuant to ~~this~~ the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring ~~policies and~~

~~procedures~~ P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

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

~~E. H. CONTRACTOR shall maintain personnel files for each staff person, which shall include, but not be limited to, an application for employment, qualifications for the position, results of background checks, applicable licenses, waivers, registrations, documentation of bicultural/bilingual capabilities, status as a current or former participant/behavioral health consumer or family member, pay rate, training, and evaluations justifying pay increases. All positions are required to maintain a log delineating hours worked and allocated to each program of CONTRACTOR.~~

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

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

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in ~~advance and in~~ writing, to ~~amend the staffing requirements described in this~~ modify the Staffing ~~Section~~ Paragraph of this Exhibit A to the Agreement.

## VI. REPORTS

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

//

B. FISCAL

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

~~the Agreement.~~ ~~C. STAFFING REPORT~~ CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall, at a minimum, report both the budgeted and actual salaries and FTEs of the positions stipulated in the Staffing subparagraph of this Exhibit A to the Agreement, and shall include the employees' names, licensure status, and hire and/or termination date, and any other pertinent information as may be required by ADMINISTRATOR. ~~Any changes, modifications, or deviations to any approved salary budgets/FTEs or actual salaries/FTEs exceeding approved amounts must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Staffing Report, or said cost deviations may be subject to disallowance.~~ Such reports ~~shall~~will also include actual productivity as defined by ADMINISTRATOR. The reports ~~will~~will be received by ADMINISTRATOR no later than the twentieth ~~(20) calendar~~20th day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.

D. MONTHLY PROJECTION REPORT 2. CONTRACTOR shall submit ~~Monthly~~monthly Year-End Projection Reports to ADMINISTRATOR. These reports ~~shall~~will be on a form acceptable to, or provided by, ADMINISTRATOR, and ~~shall~~will report anticipated year-end actual costs ~~and revenues~~ for CONTRACTOR's program described in the Services ~~paragraph~~Paragraph of ~~this~~this Exhibit A to ~~this~~this Agreement. Such reports ~~shall~~will include actual monthly costs ~~and revenue~~ to-date and anticipated monthly costs ~~and revenue~~ to the end of the fiscal year, ~~and shall include a projection narrative justifying the year-end projections. Such report shall.~~ Year-End Projection Reports will be submitted in conjunction with the Expenditure Revenue Report, and shall be received by ADMINISTRATOR no later than the twentieth (20) calendar day following the end of the month being reported. Monthly Expenditure and Revenue Reports.

C. STAFFING ~~E.~~ CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days following the end of the month being reported.

D. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall

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

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

## VII. RESPONSIBILITIES

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

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

//  
//

C. CONTRACTOR shall ensure that CONTRACTOR's program staff, pursuant to the Agreement, complete COUNTY's Annual Compliance Training and attend trainings as requested by ADMINISTRATOR.

D. CONTRACTOR shall attend regular meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with the Agreement, program services, and performance objectives and outcomes.

E. CONTRACTOR shall provide effective ~~Administrative~~ administrative management of the budget, staffing, recording, and reporting portion of the ~~agreement with the COUNTY, including but not limited to~~ Agreement. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Effective administrative management shall include, but is not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to ~~this~~ program;
2. Maximize ~~the~~ use of ~~the~~ allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;



5. Request budget and/or staffing modifications to the Agreement;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and ~~telephone~~ telephonic communication between key staff and the ~~Contract and Program Administrators~~ ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

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

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

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

I. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with ~~workload~~ units of service standards ~~and~~ productivity, and performance measures.

~~D. COUNTY shall review participants' charts to assist CONTRACTOR in ensuring compliance with HCA policies and procedures.~~

~~E. COUNTY shall review admissions and discharges from the program.~~

J. ADMINISTRATOR ~~F. COUNTY~~ shall monitor CONTRACTOR's completion of corrective action plans ~~(if any).~~

~~G. COUNTY~~

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

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

//  
//  
//  
//  
//  
//  
//