

1 AGREEMENT FOR PROVISION OF
 2 ADULT MENTAL HEALTH CRISIS RESIDENTIAL SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 TELECARE CORPORATION
 7 JULY 1, 201~~1~~² THROUGH JUNE 30, 201~~2~~⁴
 8

9 THIS AGREEMENT entered into this 1st day of July 201~~1~~², which date is enumerated for purposes
 10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
 11 TELECARE CORPORATION, a California for profit corporation (CONTRACTOR). This Agreement
 12 shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).
 13

14 **W I T N E S S E T H:**

15
 16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
 17 Adult Mental Health Crisis Residential Services described herein to the residents of Orange County; and

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

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

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1	<u>CONTENTS</u>	
2	<u>PARAGRAPH</u>	<u>PAGE</u>
3	Title Page.....	1
4	Contents.....	2
5	Referenced Contract Provisions.....	34
6	<u>I. Acronyms</u>	<u>5</u>
7	I .II. Alteration of Terms	7
8	II .III. Assignment of Debts	7
9	III .IV. Compliance.....	7
10	IV .V. Confidentiality.....	11
11	V .VI. Cost Report.....	11
12	VI .VII. Delegation, Assignment and Subcontracts	14
13	VII .VIII. Employee Eligibility Verification	15
14	VIII .IX. Equipment	15
15	IX .X. Facilities, Payments and Services	16
16	X .XI. Indemnification and Insurance.....	16
17	XI .XII. Inspections and Audits	18
18	XII .XIII. Licenses and Laws.....	19
19	XIII .XIV. Literature and Advertisements	20
20	XIV .XV. Maximum Obligation.....	21
21	XV .XVI. Nondiscrimination.....	21
22	XVI .XVII. Notices	23
23	XVII .XVIII. Notification of Death	23
24	XVIII .XIX. Notification of Public Events and Meetings.....	24
25	XIX .XX. Records Management and Maintenance.....	24
26	XX .XXI. Revenue	26
27	XXI .XXII. Severability.....	27
28	XXII .XXIII. Special Provisions.....	27
29	XXIII .XXIV. Status of Contractor.....	28
30	XXIV .XXV. Term	28
31	XXV .XXVI. Termination.....	29
32	XXVI .XXVII. Third Party Beneficiary	30
33	XXVII .XXVIII. Waiver of Default or Breach.....	30
34	Signature Page	31
35	//	
36	//	
37	//	

EXHIBIT A

1		
2	I. Definitions	1
3	II. Budget.....	11
4	III. Payments.....	13
5	IV. Services.....	14
6	V. Staffing	25
7	<u>VI. Reports.....</u>	<u>27</u>
8	VI. <u>VII. Responsibilities</u>	<u>29</u>

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, 2012 through June 30, 2014Period One means the period from July 1, 2012 through June 30, 2013Period Two means the period from July 1, 2013 through June 30, 2014**Maximum Obligation:**

Period One Maximum Obligation:	\$1,854,537
Period Two Maximum Obligation:	1,854,537
TOTAL MAXIMUM OBLIGATION:	\$3,709,074

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: Telecare Corporation
1080 Marina Village Parkway, Suite 100
Alameda, CA 94501

CONTRACTOR's Insurance Coverages:

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

I. **ACRONYMS** ~~ALTERATION OF TERMS~~

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

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

1	AI.	IRIS	<u>Integrated Records Information System</u>
2	AJ.	KET	<u>Key Events Tracking</u>
3	AK.	LCP	<u>Licensed Clinical Psychologist</u>
4	AL.	LCSW	<u>Licensed Clinical Social Worker</u>
5	AM.	LPS	<u>Lanterman-Petris Short</u>
6	AN.	LPT	<u>Licensed Psychiatric Technician</u>
7	AO.	MFT	<u>Marriage and Family Therapist</u>
8	AP.	MHP	<u>Mental Health Plan</u>
9	AQ.	MHRC	<u>Mental Health Rehabilitation Centers</u>
10	AR.	MHS	<u>Mental Health Specialist</u>
11	AS.	MHW	<u>Mental Health Worker</u>
12	AT.	MHSA	<u>Mental Health Services Act</u>
13	AU.	MIHS	<u>Medical and Institutional Health Services</u>
14	AV.	MORS	<u>Milestones of Recovery Scale</u>
15	AW.	MTP	<u>Master Treatment Plan</u>
16	AX.	NA	<u>Narcotics Anonymous</u>
17	AY.	NOA-A	<u>Notice of Action</u>
18	AZ.	NP	<u>Nurse Practitioner</u>
19	BA.	NPI	<u>National Provider Identifier</u>
20	BB.	NPP	<u>Notice of Privacy Practices</u>
21	BC.	OCJS	<u>Orange County Jail System</u>
22	BD.	OCPD	<u>Orange County Probation Department</u>
23	BE.	OCR	<u>Office for Civil Rights</u>
24	BF.	OCSD	<u>Orange County Sheriff's Department</u>
25	BG.	OIG	<u>Office of Inspector General</u>
26	BH.	OMB	<u>Office of Management and Budget</u>
27	BI.	OPM	<u>Federal Office of Personnel Management</u>
28	BJ.	P&P	<u>Policies and Procedures</u>
29	BK.	PADSS	<u>Payment Application Data Security Standard</u>
30	BL.	PAF	<u>Partnership Assessment Form</u>
31	BM.	PBM	<u>Pharmaceutical Benefits Management</u>
32	BN.	PC	<u>State of California Penal Code</u>
33	BO.	PCI DSS	<u>Payment Card Industry Data Security Standard</u>
34	BP.	PHI	<u>Protected Health Information</u>
35	BQ.	PII	<u>Personally Identifiable Information</u>
36	BR.	PRA	<u>Public Record Act</u>
37	BS.	PRC	<u>Peer Residential Counselor</u>

1	BT.	PSC	Personal Services Coordinator
2	BU.	QIC	Quality Improvement Committee
3	BV.	RN	Registered Nurse
4	BW.	SSI	Social Security Income
5	BX.	TB	Tuberculosis
6	BY.	UMDAP	Universal Method of Determining Ability to Pay
7	BZ.	USC	United States Code
8	CA.	WIC	State of California Welfare and Institutions Code
9	CB.	WRAP	Wellness Recovery Action Plan
10	CC.	XML	Extensible Markup Language

II. ALTERATION OF TERMS

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of HCA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 agents.

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

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

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

10 **V. CONFIDENTIALITY**

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

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

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

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

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

32 **VI. COST REPORT**

33 A. CONTRACTOR shall submit a separate Cost Report to COUNTY Reports for Period One and
34 Period Two, or for a portion thereof, no later than sixty (60) calendar days following the period for
35 which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost
36
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1 Report in accordance with all applicable federal, state and county requirements ~~and~~ generally accepted
 2 accounting principles: and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall
 3 allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in
 4 accordance with such requirements and consistent with prudent business practice, which costs and
 5 allocations shall be supported by source documentation maintained by CONTRACTOR, and available at
 6 any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple
 7 Agreements for Period One and Period Two, or for a portion thereof, for mental health services that are
 8 administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost
 9 Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a
 10 consolidated Cost Report to COUNTY no later than five (5) business days following approval by
 11 ADMINSTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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

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

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

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

32 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
 33 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
 34 for final settlement to CONTRACTOR: for that period. CONTRACTOR shall document that costs are
 35 reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
 36 ~~The~~ The individual and/or consolidated Cost Report shall be the final financial record for subsequent
 37 audits, if any.

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

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

14 ~~E. If the individual Cost Report for each period~~ ~~E. In the event CONTRACTOR is~~
 15 ~~authorized to retain unanticipated revenues as described in the Budget paragraph of Exhibit A to this~~
 16 ~~Agreement, CONTRACTOR shall specify, in the Cost Report, the services rendered with such revenues.~~
 17 ~~E. If the Cost Report~~ indicates the actual and reimbursable costs of services provided pursuant to
 18 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim
 19 monthly payments ~~and any outstanding advances~~ to CONTRACTOR, CONTRACTOR shall remit the
 20 difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of
 21 payment, with the submission of the individual or consolidated Cost Report. If such reimbursement is
 22 not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Reports,
 23 COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an
 24 amount not to exceed the reimbursement due COUNTY.

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

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1 G. All ~~H. The~~ Cost ~~Report~~ Reports for each period shall contain the following attestation, which
2 may be typed directly on or attached to the Cost Report:

3
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
5 supporting documentation prepared by _____ for the cost report period
6 beginning _____ and ending _____ and that, to the best of my
7 knowledge and belief, costs reimbursed through this Agreement are reasonable and
8 allowable and directly or indirectly related to the services provided and that this Cost
9 Report is a true, correct, and complete statement from the books and records of
10 (provider name) in accordance with applicable instructions, except as noted. I also
11 hereby certify that I have the authority to execute the accompanying Cost Report.

12
13 Signed _____
14 Name _____
15 Title _____
16 Date _____"

17
18 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

37 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the

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

8 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

20 **IX. EQUIPMENT**

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

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

1 purchased asset in an Equipment inventory.

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

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

12 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
13 inventories of ~~Loaned~~ all Equipment. ~~Equipment shall be tagged with a COUNTY issued tag.~~ Upon
14 demand by ADMINISTRATOR, CONTRACTOR shall return any or all ~~Loaned~~ Equipment to
15 COUNTY.

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

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

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

27 28 **X. FACILITIES, PAYMENTS AND SERVICES**

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

34 35 **XI. INDEMNIFICATION AND INSURANCE**

36 A. CONTRACTOR agrees to indemnify, defend and hold COUNTY, its elected and appointed
37 officials, officers, employees, agents and those special districts and agencies for which COUNTY's

1 Board of Supervisors acts as the governing Board (~~“(COUNTY INDEMNITEES)”~~) harmless from any
2 claims, demands, including defense costs, or liability of any kind or nature, including but not limited to
3 personal injury or property damage, arising from or related to the services, products or other
4 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against
5 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active
6 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that
7 liability will be apportioned as determined by the court. Neither party shall request a jury
8 apportionment.

9 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
10 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including
11 defense costs, or liability of any kind or nature, including but not limited to personal injury or property
12 damage, arising from or related to the services, products or other performance provided by COUNTY
13 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of
14 competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and
15 CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall
16 request a jury apportionment.

17 C. Each party agrees to provide the indemnifying party with written notification of any claim
18 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
19 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
20 each party shall cooperate with the indemnifying party in its defense.

21 D. Without limiting CONTRACTOR’s indemnification, CONTRACTOR warrants that it is self-
22 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of
23 insurance covering its operations placed with reputable insurance companies in amounts as specified in
24 the Referenced Contract Provisions of this Agreement. Upon request by ADMINISTRATOR,
25 CONTRACTOR shall provide evidence of such insurance.

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

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

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

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

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

37 G. COUNTY warrants that it is self-insured or maintains policies of insurance placed with

1 reputable insurance companies licensed to do business in the State of California which insures the perils
2 of bodily injury, medical, professional liability, and property damage. Upon request by
3 CONTRACTOR, COUNTY shall provide evidence of such insurance.

4 //

5 **XII. INSPECTIONS AND AUDITS**

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

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

20 C. AUDIT RESPONSE

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

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

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

36 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
37 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,

1 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the
2 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

3 //

4 **XIII. LICENSES AND LAWS**

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

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

- 16 1. ~~State of California Welfare and Institutions Code (WIC)~~, Divisions 5, 6 & ~~and~~ 9;
- 17 2. ~~State of California Health and Safety Code, Sections~~ HSC, §§1250 et seq.;
- 18 3. ~~State of California Penal Code (PC)~~, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
19 Abuse Reporting;
- 20 4. ~~California Code of Regulations (CCR)~~, Title 9, Title 17, and Title 22;
- 21 5. ~~Code of Federal Regulations (CFR)~~, Title 42 and Title 45;
- 22 6. ~~United States Code (U.S.C.A.)~~ USC Title 42;
- 23 7. Federal Social Security Act, Title XVIII and Title XIX;
- 24 8. ~~The~~ 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990 ~~(42~~
25 ~~U.S.C.A., Chapter 126, 12101, et seq.)~~;
- 26 9. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
- 27 10. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 28 11. 31 USC 7501.70, Federal single Audit Act of 1984 ~~(31 U.S.C.A. 7501.70)~~;
- 29 ~~1012.~~ Policies and procedures set forth in ~~Mental Health Plan (MHP)~~ Letters;
- 30 ~~13.~~ Policies and procedures set forth in ~~Department of Mental Health~~
31 ~~(DMH)~~ DHCS Letters;
- 32 ~~12~~ 14. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if
33 applicable.
- 34 15. OMB Circulars A-87, A-89, A-110, A-122.
- 35 16. Federal Medicare Cost reimbursement principles and cost reporting standards;
- 36 ~~17.~~ ~~13.~~ Orange County Medi-Cal Mental Health Managed Care Plan;
- 37 ~~14~~ 18. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case

1 Management.

2 ~~19~~ ~~15. Health Insurance Portability and Accountability Act (HIPAA), as it may exist now,~~
 3 ~~or be hereafter amended, and if applicable.~~

4 ~~16.~~ State of California, Department of Social Services, Community Care Licensing Division
 5 requirements.

6 C. CONTRACTOR shall at all times be capable and authorized by the State of California to
 7 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the
 8 terms of this Agreement.

9 **D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

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

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

30 **XIV. LITERATURE AND ADVERTISEMENTS**

31 A. Any written information or literature, including educational or promotional materials,
 32 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
 33 to this Agreement must be approved at least thirty (30) days in advance and in writing by
 34 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
 35 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
 36 and electronic media such as the Internet. Such information shall not imply endorsement by COUNTY,
 37

1 unless ADMINISTRATOR consents thereto in writing.

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

5 //

6 ~~XV.~~ **XV. MAXIMUM OBLIGATION**

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

10 ~~XV.~~ **XVI. NONDISCRIMINATION**

11 A. EMPLOYMENT

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

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

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

31 B. SERVICES, BENEFITS, AND FACILITIES ~~—~~ CONTRACTOR shall not discriminate in the
32 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
33 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
34 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with
35 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
36 (42 ~~U.S.C.A.~~ USC §2000d); the Age Discrimination Act of 1975 (42 ~~U.S.C.A.~~ USC §6101); and Title 9,
37

1 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the ~~California Code of Regulations~~ CCR, and all
 2 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state
 3 law and regulations, as all may now exist or be hereafter amended or changed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 **XVII. NOTICES**

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

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

16 2. When faxed, transmission confirmed;

17 3. When sent by Email; or

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

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

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

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

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

33 **XVIII. NOTIFICATION OF DEATH**

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

35 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
 36 becoming aware of the death due to non-terminal illness of any person served hereunder; provided,
 37 however, weekends and holidays shall not be included for purposes of computing the time within which

1 to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given
2 during normal business hours.

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

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

8 **B. TERMINAL ILLNESS DEATH**

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

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

18
19 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

27
28 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

32 1. ~~California Code of Regulation~~ **CCR** Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
33 75055(a), 75343(a), and 77143(a).

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

36 **HSC** ~~3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS)~~
37 ~~manual.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and

1 security of ~~Personally Identifiable Information (PII)~~ and/or ~~Protected Health Information (PHI)~~.
 2 CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or
 3 PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or
 4 facsimile.

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

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

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

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

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

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

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

26 **XXI. REVENUE**

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

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

37 C. PROCEDURES ~~—~~ CONTRACTOR shall maintain internal financial controls which adequately

1 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide
 2 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR
 3 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which
 4 are billed, collected, transferred to a collection agency or deemed by CONTRACTOR to be
 5 uncollectible.

6 //

7 **XXII. SEVERABILITY**

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

13 **XXIII. SPECIAL PROVISIONS**

14
 15 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
 16 purposes:

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

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

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

22 3. Supplanting current funding for existing services.

23 4. Fundraising.

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

26 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
 27 services.

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

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

34 9. Severance pay for separating employees.

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

37 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR

1 shall not use the funds provided by means of this Agreement for the following purposes:

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

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

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

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

9 ~~5. [REDACTED] 4. Funding travel or training (excluding mileage or parking).~~

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

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

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

15 #

16 **XXIV. STATUS OF CONTRACTOR**

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

30 **XXV. TERM**

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

XXVI. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

- 24 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- 25 a. The continued availability of federal, state and county funds for reimbursement of
26 COUNTY's expenditures, and
27 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
28 approved by the Board of Supervisors.

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

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

36 F. In the event this Agreement is terminated by either party, after receiving a Notice of
37

1 Termination CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

23
24 **XXVII. THIRD PARTY BENEFICIARY**

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

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

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

34 //
35 //
36 //
37 //

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

3
4 TELECARE CORPORATION

5 BY: _____ DATED: _____

6
7 TITLE: _____

8
9 ~~BY: _____ DATED: _____~~

10
11 ~~TITLE: _____~~

12
13
14 COUNTY OF ORANGE

15
16 BY: _____ DATED: _____

17 HEALTH CARE AGENCY

18 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

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

22 ATTEST:

23 _____ DATED: _____

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

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

31
32 BY: _____ DATED: _____

33 DEPUTY

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

EXHIBIT A
 TO AGREEMENT ~~FOR PROVISION OF~~
ADULT MENTAL HEALTH CRISIS RESIDENTIAL SERVICES
 WITH
 TELECARE CORPORATION
 JULY 1, 201~~1~~² THROUGH JUNE 30, 201~~2~~⁴

I. ~~DEFINITIONS~~ DEFINITIONS

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

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

B. ~~Activities of Daily Living (ADL)~~ means diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

29 FH. Care Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention and
 30 case management services to those clients who seek services in the ~~County~~ COUNTY operated
 31 outpatient programs.

32 GI. Case Management Linkage Brokerage means a process of identification, assessment of need,
 33 planning, coordination and linking, monitoring and continuous evaluation of clients and of available
 34 resources and advocacy through a process of casework activities in order to achieve the best possible
 35 resolution to individual needs in the most effective way possible. This includes supportive assistance to
 36 the client in the assessment, determination of need and securing of adequate and appropriate living
 37 arrangements.

~~H. Centralized Assessment Team (CAT)~~ J. CAT means a team of clinicians who provide mobile response, including mental health evaluations/assessment, for those experiencing a mental health crisis, on a twenty-four ~~hour a~~ (24) hours per day, seven (7) days a per week basis. Their primary goal is to provide diversion away from hospitalization as well as providing referrals and follow-up to assist linkage to mental health services.

K. Certified Reviewer means an individual that obtains certification by completing all requirements set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet.

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

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

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

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

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

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

PR. Face-to-Face means an encounter between client and provider where they are both physically present.

~~Q. Full Service Partnership (FSP)~~

S. FSP

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

1 ~~Services Coordinator (PSC)~~. Whenever possible, these multidisciplinary teams will include a mental
 2 health nurse, marriage and family therapist, clinical social worker, peer specialist, and family members.
 3 The ideal client to staff ratio will be in the range of fifteen (15) to twenty (15—20) to one (1), ensuring
 4 relationship building and intense service delivery. Services will include, but not be limited to, the
 5 following:

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

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

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

37 ~~—R. FSP Program Director means an individual who has complete responsibility for the day to day~~

1 ~~function of a Full Service Partnership~~ ~~T. The Program Director is the highest level of decision~~
2 ~~making at a local, program level.~~

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

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

13 ~~—U//~~

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

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

21 W. Intern means an individual enrolled in an accredited graduate program accumulating clinically
22 supervised work experience hours as part of field work, internship, or practicum requirements.
23 Acceptable graduate programs include all programs that assist the student in meeting the educational
24 requirements in becoming a ~~Marriage and Family Therapist, a Licensed Clinical Social Worker~~ MFT, a
25 LCSW, or a licensed Clinical Psychologist.

26 ~~—X~~ X. IRIS means a collection of applications and databases that serve the needs of programs
27 within the COUNTY and includes functionality such as registration and scheduling, laboratory
28 information system, billing and reporting capabilities, compliance with regulatory requirements,
29 electronic medical records and other relevant applications.

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

35 Z. MFT ~~—Y. Marriage and Family Therapist~~ means an individual who meets the minimum
36 professional and licensure requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section
37 625.

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

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

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

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

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

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

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

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

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

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

1 8. Targeted Case Management means services that assist a beneficiary to access needed
 2 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The
 3 service activities may include, but are not limited to, communication, coordination and referral;
 4 monitoring service delivery to ensure beneficiary access to service and the service delivery system;
 5 monitoring of the beneficiary's progress; and plan development.

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

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

12 ~~AD. Mental Health Worker~~ AE. MHW means an individual who has obtained a Bachelor's degree
 13 in a mental health field or has a high school diploma and two (2) years of experience delivering services
 14 in a mental health field.

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

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

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

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

36 ~~AH. AJ. Outreach~~ means the outreach to potential clients to link them to appropriate mental health
 37 services and may include activities that involve educating the community about the services offered and

1 requirements for participation in the programs. Such activities should result in the CONTRACTOR
2 developing their own client referral sources for the programs they offer.

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

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

16 ~~AK~~AM. Pharmacy Benefits Manager means the PBM Company that manages the medication
17 benefits that are given to clients that qualify for medication benefits.

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

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

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

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

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

37 ~~AO~~. Protected Health Information (PHI)

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

6 APAT. Psychiatrist means an individual who meets the minimum professional and licensure
 7 requirements set forth in Title 9, ~~California Code of Regulations~~ CCR, Section 623.

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

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

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

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

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

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

23 and

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

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

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

35 AY. Supportive Housing PSC means a person who provides services in a supportive housing
 36 structure. This person will coordinate activities which will include, but not be limited to: independent
 37 living skills, social activities, supporting communal living, assisting residents with conflict resolution,

1 advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will
2 consult with the multidisciplinary team of clients assigned by the program. The PSC’s will be active in
3 supporting and implementing a full service partnership philosophy and its individualized, strengths-
4 based, culturally appropriate, and client-centered approach.

5 ~~AZ. AU. Pharmacy Benefits Manager means the Pharmaceutical Benefits Management (PBM)~~
6 ~~company that manages the medication benefits that are given to Behavioral Health Services (BHS) &~~
7 ~~Medical & Institutional Health Services (MIHS) clients that qualify for medication benefits.~~

8 ~~AV.~~ Supervisory Review means ongoing clinical case reviews in accordance with procedures
9 developed by ~~county~~ COUNTY, to determine the appropriateness of diagnosis and treatment and to
10 monitor compliance to the minimum ~~AMHS~~ ADMINISTRATOR and Medi-Cal charting standards.
11 Supervisory review is conducted by the program/clinic director or designee.

12 ~~AWBA.~~ Token means the security device which allows an individual user to access the ~~Health Care~~
13 ~~Agency (HCA)~~ COUNTY’s computer based ~~Integrated Records Information System (IRIS).~~

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

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

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

27 ~~AZ.~~ Wellness Recovery Action Plan (WRAP) is a consumer self-help technique for monitoring and
28 responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

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EXHA II. BUDGET

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

<u>CLIENT DAY</u>	<u>PERIOD ONE</u> CLIENT DAY	<u>MED SUPPORT</u> <u>PERIOD TWO</u>	<u>TOTAL</u> <u>BUDGET</u>
ADMINISTRATIVE COST			
		\$ <u>22,424</u>	\$ <u>241,896</u>
Indirect Costs	\$ <u>219,472</u>	<u>219,472</u>	<u>438,944</u>
SUBTOTAL ADMINISTRATIVE COST		\$ <u>22,424</u>	\$ <u>241,896</u>
	\$ <u>219,472</u>	<u>219,472</u>	<u>438,944</u>
PROGRAM COST			
	\$ 833,255	\$ —0	\$ 833,255
Salaries	<u>879,045</u>	<u>879,045</u>	<u>1,758,090</u>
	253,752		253,752
Benefits	<u>269,297</u>	0 <u>269,297</u>	<u>538,594</u>
	376,142		376,142
Services and Supplies	<u>314,807</u>	0 <u>314,807</u>	<u>629,614</u>
		149,492	0
Subcontractor	<u>0</u>	<u>0</u>	<u>149,492</u>
	<u>\$1,436,149</u>	<u>\$1,436,149</u>	<u>\$1,612,641</u>
SUBTOTAL PROGRAM COST	\$1,463,149	149,492	<u>2,926,298</u>
		\$ <u>171,916</u>	\$ <u>1,854,537</u>
TOTAL <u>CLIENT DAY</u> COST	\$1,682,621	<u>1,682,621</u>	<u>3,365,242</u>
REVENUE			
— Federal Medi-Cal			
<u>MEDICATION SUPPORT</u>	\$ 90,442	\$ 9,558	\$ 100,000
— State Medi-Cal Match			
(MHSAs Funds)	90,442	9,558	100,000
<u>ADMINISTRATIVE COST</u>			
Indirect Costs	\$ <u>22,424</u>	\$ <u>22,424</u>	\$ <u>44,848</u>

1	<u>SUBTOTAL ADMINISTRATIVE</u>			
2	<u>COST</u>	\$ 22,424	\$ 22,424	\$ 44,848
3				
4	<u>PROGRAM COST</u>			
5	Salaries	\$ 0	\$ 0	\$ 0
6	Benefits	0	0	0
7	Mental Health Services Act and	-1,501,737	-152,800	0
8	Supplies	0	0	1,654,537
9		\$1,682,621	149,492	\$1,854,537
10	TOTAL REVENUE Subcontractor	149,492	\$171,916	298,984
11	<u>SUBTOTAL PROGRAM COST</u>	\$ 149,492	\$ 149,492	\$ 298,984
12				
13	<u>TOTAL MEDICATION SUPPORT</u>			
14	<u>COST</u>	\$ 171,916	\$ 171,916	\$ 343,832
15				<u>TOTAL</u>
16	<u>REVENUE</u>	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>BUDGET</u>
17				
18	Federal Medi-Cal	\$ 100,000	\$ 100,000	\$ 200,000
19	State Medi-Cal Match (MHSA			
20	Funds)	100,000	100,000	200,000
21	MHSA	1,654,537	1,654,537	3,509,074
22	<u>TOTAL REVENUE</u>	\$1,854,537	\$1,854,537	\$3,709,074
23				
24		\$1,682,621	\$171,916	\$1,854,537
25	TOTAL MAXIMUM OBLIGATION	1,854,537	1,854,537	3,709,074

~~B. B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of Exhibit A to this Agreement includes Indirect Costs set at fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.~~

~~C.~~ In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to this Agreement, CONTRACTOR may make written application to ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and

1 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on
2 behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.

3 ~~D~~C. The parties agree that the above budget reflects an average Medi-Cal client case load of
4 approximately ten percent (10%) to be maintained by CONTRACTOR. CONTRACTOR agrees to
5 accept COUNTY referrals that may result in an increase in this average.

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

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

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

27

28 **III. PAYMENTS**

29 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
30 \$154,545 per month ~~for Period One, and Period Two.~~ All payments are interim payments only and are
31 subject to Final Settlement in accordance with the Cost Report ~~p~~ Paragraph of the Agreement for which
32 CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include
33 Indirect Administrative Costs, as identified in ~~P~~ Subparagraph II.A. of this Exhibit A ~~to the Agreement~~;
34 provided, however, the total of such payments does not exceed COUNTY'S ~~Total~~ Maximum Obligation
35 ~~for each period as specified in the Referenced Contract provisions of the Agreement~~ and, provided
36 further, CONTRACTOR'S costs are reimbursable pursuant to ~~County~~ COUNTY, State and/or Federal
37 regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for

1 | which the provisional amount specified above has not been fully paid.

2 | 1. In support of the monthly ~~billings~~ ~~invoices~~, CONTRACTOR shall submit an Expenditure and
3 | Revenue Report as specified in the Reports ~~p~~ Paragraph of this Exhibit A to the Agreement.
4 | ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
5 | CONTRACTOR as specified in ~~s~~ Subparagraphs A.2. and A.3., below.

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

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

16 | B. CONTRACTOR's ~~billings~~ ~~invoices~~ shall be on a form approved or supplied by COUNTY and
17 | provide such information as is required by ADMINISTRATOR. ~~Billings~~ ~~Invoices~~ are due the tenth
18 | (10th) ~~business~~ day of each month ~~and payments~~. Invoices received after the due date may not be paid
19 | within the same month. Payments to CONTRACTOR should be released by COUNTY no later than
20 | twenty-one (21) calendar days after receipt of the correctly completed ~~billings~~ ~~invoice~~ form.

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

24 | D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
25 | with any provision of the Agreement.

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

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

31 |

32 | **IV. SERVICES**

33 | A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements
34 | for Medi-Cal and Medicare eligibility for the provisions of an Adult Short Term Crisis Residential
35 | Program, for exclusive use by COUNTY at the following location, or any other location approved, in
36 | advance, in writing, by ADMINISTRATOR:

401 S. Tustin Avenue, Bldg. C

~~1171 Cheri Street~~

Orange, California 92866

~~La Habra 90631~~

- 1
2
3
4 1. The facility shall meet the standards of the applicable sections of:
- 5 a. ~~Health and Safety~~ HSC Code 1520 et.seq;
- 6 b. ~~California Code of Regulations~~ CCR, Title 22. Social Security, Division 6. Licensing of
7 Community Care Facilities, Chapter 1, General Licensing Requirements, and Chapter 2, Social
8 Rehabilitation Facilities;
9 Subchapter 1, Article 7;
- 10 c. ~~California Code of Regulations~~ CCR, Title 9, Division 1, Chapter 3, Article 3.5
11 Standards for the Certification of Social Rehabilitation Programs;
- 12 d. ~~California Welfare and Institutions Code~~ WIC Division 5, Part 2, Chapter 2.5, Article 1,
13 section 5670.5;
- 14 e. Section 504 of the Rehabilitation Act of 1973 -- (29 U.S.C. 794 et seq., as implemented
15 in 45 CFR 84.1 et seq.);
- 16 f. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.)
- 17 2. The facility shall have a capacity of ~~a minimum of six (6)~~ fifteen (15) beds and include
18 adequate physical space to support the services identified within ~~this~~ the Agreement.
- 19 3. The facility shall be open for regular admissions between the hours of 8:00 a.m. and
20 8:00 p.m. Monday through Sunday, and will maintain the ability to accept an admission outside of these
21 hours as may be required. Services to clients in this program will be provided on a twenty-four (24)
22 hour, seven (7) day ~~aper~~ per week, three hundred sixty-five (365) day ~~aper~~ per year basis.
- 23 4. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule
24 unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

25 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide short term crisis residential
26 services to clients referred by COUNTY. CONTRACTOR shall not provide walk-in evaluation and
27 admission services ~~un~~less mutually agreed upon, in writing, between CONTRACTOR and
28 ADMINISTRATOR. ~~Adult Mental Health Services (AMHS), Centralized Assessment Team (CAT) and~~
29 ~~Evaluation and Treatment Services (ETS)~~ ADMINISTRATOR will serve as the principal sources to
30 authorize admissions of clients who meet the following criteria:

- 31 1. Adult between ages eighteen and fifty-nine (18 and 59);
- 32 2. ~~Orange County~~ COUNTY resident;
- 33 3. Diagnosed with a mental illness and who may have a co-occurring disorder;
- 34 4. In crisis and at the risk of hospitalization and could safely benefit from this level of care;
- 35 and
- 36 5. Willing to seek services voluntarily.
- 37

1 C. ADULT CRISIS RESIDENTIAL PROGRAM – The focus of the program will be client-
 2 centered and recovery-focused and will underscore the concept of personal responsibility for the client’s
 3 illness and independence. The program will support a social rehabilitation model, which is designed to
 4 enhance an individual’s social connection with family or community so that they can move back into the
 5 community and prevent an inpatient stay. Services shall be delivered in the spirit of recovery, and
 6 tailored to the unique strengths of each individual resident. The program will offer an environment
 7 where residents have the power to make decisions and are supported as they look at their own life
 8 experiences, set their own paths toward recovery and work towards the fulfillment of their hopes and
 9 dreams.

10 1. CONTRACTOR shall operate the program in such a manner that meets or exceeds the
 11 following regulations:

- 12 a. ~~Health and Safety Code~~ HSC 1520 et.seq;
 13 b. ~~California Code of Regulations~~ CCR, Title 22. Social Security, Division 6. Licensing of
 14 Community Care Facilities, Chapter 1. General Licensing Requirements and Chapter 2 Social
 15 Rehabilitation Facilities;
 16 c. ~~California Code of Regulations~~ CCR, Title 9, Division 1, Chapter 3, Article 3.5
 17 Standards for the Certification of Social Rehabilitation Programs; and
 18 d. ~~California Welfare and Institutions Code~~ WIC Division 5, Part 2, Chapter 2.5, Article 1,
 19 section 5670.

20 2. CONTRACTOR shall provide short term crisis residential program services as follows:

- 21 a. Admission Services:
- 22 1) CONTRACTOR shall admit clients who have been determined to meet admission
 23 criteria and will have the client sign an admission agreement describing the services to be provided,
 24 client rights, and the expectations of the client regarding house rules and involvement in the program.
 25 2) CONTRACTOR shall complete a mental health assessment and psychiatric
 26 evaluation within twenty-four (24) hours of admission.
 27 3) CONTRACTOR shall obtain or complete a medical history within three (3) days of
 28 admission.
 29 4) CONTRACTOR shall be responsible for client’s ~~tuberculosis (TB)~~ testing upon
 30 admission if client has not completed the test prior to admission to the program.
 31 5) CONTRACTOR shall not refuse client referrals if CONTRACTOR has available
 32 space and appropriate staffing, unless mutually agreed upon by CONTRACTOR and
 33 ADMINISTRATOR.
 34 6) CONTRACTOR and client will together develop a written treatment/service plan
 35 specifying goals and objectives aligned with a recovery focused, client-directed approach within
 36 seventy-two (72) hours of admission. CONTRACTOR shall involve the client’s family and support
 37 persons or document attempts to obtain consent until consent is obtained or the client is discharged.

1 b. Therapeutic Services:

2 1) CONTRACTOR shall support a culture of “recovery” which focuses on personal
3 responsibility for a client’s illness management and independence, and fosters client empowerment,
4 hope, and an expectation of recovery from mental illness.

5 2) CONTRACTOR’s program will be designed to enhance client motivation to
6 actively participate in treatment, provide clients with intensive assistance in accessing community
7 ~~#~~
8 resources, and assist clients developing strategies to maintain independent living in the community and
9 improve their overall quality of life.

10 3) CONTRACTOR shall assist the client in developing and working on a WRAP
11 throughout their stay at the program and will promote client recovery on a daily basis via individual
12 and/or group sessions. This will assist clients in monitoring and responding to their symptoms in order
13 to achieve the highest possible level of wellness, stability and quality of life. Topics may include but not
14 be limited to: building a wellness toolbox or resource list, symptom monitoring, triggers and early
15 warning signs of symptoms, identifying a crisis plan, etc.

16 4) CONTRACTOR shall engage both the client and family/support persons in the
17 program whenever possible. CONTRACTOR shall document contact with family/support persons or
18 document why such contact is not possible or not advisable.

19 5) CONTRACTOR shall support a ~~dual diagnosis~~ DD/co-occurring disorders program
20 model that is non-confrontational, follows behavioral principles, considers interactions between mental
21 illness and substance abuse and has gradual expectations of abstinence. CONTRACTOR shall provide,
22 on a regularly scheduled basis, education via individual and/or group sessions to clients on the effects of
23 alcohol and other drug abuse, triggers, relapse prevention, and community recovery resources.

24 6) CONTRACTOR shall provide therapeutic individual and group counseling
25 sessions on a daily basis to assist clients in developing skills that enable them to progress towards
26 self-sufficiency and to reside in less intensive levels of care. Topics may include, but not be limited to:
27 coping skills to manage crises, relationships, ~~conflicts~~, and ~~unhealthy thoughts~~ conflict resolution;
28 building of family and social relationships; ~~activities of daily living (ADL’s)~~ including diet, personal
29 hygiene, clothing care, grooming, money and household management; personal safety, symptom
30 monitoring, etc. Individual and group therapy will also be offered as appropriate. CONTRACTOR shall
31 provide a weekly schedule of groups and activities to ADMINISTRATOR.

32 7) CONTRACTOR shall assist clients in developing prevocational and vocational
33 plans to achieve gainful employment and/or perform volunteer work if identified as a goal in the service
34 plan.

35 8) CONTRACTOR shall provide crisis intervention and crisis management services
36 designed to enable the client to cope with the crisis at hand while maintaining his/her functioning status
37 within the community and to prevent further decompensation or hospitalization.

1 9) CONTRACTOR shall provide assessments for involuntary hospitalization when
2 necessary. This service must be available twenty four (24) hours per day, seven (7) days per week.

3 10) CONTRACTOR ~~shall~~ may utilize ~~Peer Residential Counselors~~ PRC to provide
4 information, support, advocacy education, and assistance with including the client's natural support
5 system in treatment and services.

6 11) CONTRACTOR shall sustain a culture that supports ~~Peer Residential~~
7 ~~Counselors~~ PRC's in providing supportive socialization for clients that will assist clients in their
8 recovery, self-sufficiency and in seeking meaningful life activities and relationships.

9 12) CONTRACTOR shall provide close supervision and be aware of clients'
10 whereabouts at all times to ensure the safety of all clients. CONTRACTOR shall provide routine room
11 checks in the evening and document observations.

12 c. Case Management / Discharge Services:

13 1) CONTRACTOR shall actively engage in discharge planning from the day of
14 admission, instructing and assisting clients with successful linkage to community resources such as
15 outpatient mental health clinics, substance abuse treatment programs, housing, ~~Full-Service~~
16 ~~Partnerships~~ FSP, physical health care, and government entitlement programs.

17 2) Within seventy-two (72) hours of admission, CONTRACTOR shall establish a
18 discharge date in concert with the client and their family/support system. The targeted discharge date
19 will be within fourteen (14) days after admission.

20 3) CONTRACTOR shall collaborate proactively with client's ~~Mental Health~~
21 ~~Plan~~ MHP Provider when such is required to link clients to county or contracted housing services which
22 may include continued temporary housing, permanent supported housing, interim placement, or other
23 community housing options.

24 4) CONTRACTOR shall provide timely follow-up with client and their mental health
25 service provider following discharge to ensure that appropriate linkage has been successful ~~and housing~~
26 ~~has been secured.~~ Services shall be documented in the client record.

27 5) CONTRACTOR shall coordinate treatment with physical health providers as
28 appropriate and assist clients with accessing medical and dental services, and providing transportation to
29 those services as needed.

30 6) CONTRACTOR shall obtain prior approval from the ADMINISTRATOR for
31 clients who are deemed necessary to stay in the program for more than fourteen (14) days.
32 CONTRACTOR shall obtain prior written approval from the ADMINISTRATOR for clients who are
33 deemed necessary to stay in the program for more than thirty (30) days.

34 7) Unplanned discharges will be avoided at all costs and only after all other
35 interventions have failed. If, at any time, a resident presents as a serious danger to themselves or others,
36 CONTRACTOR shall assess the safety needs of all concerned and may have the client assessed for
37 voluntary or involuntary hospitalization utilizing ~~Adult Mental Health Services~~

1 ~~(AMHS)~~ ADMINISTRATOR protocols. If a client is seriously or repetitively non-compliant with the
 2 program, CONTRACTOR may discharge the client if deemed necessary and only following a multi-
 3 disciplinary case conference which will include the ADMINISTRATOR. CONTRACTOR shall be in
 4 compliance with eviction procedures following the ~~California Code of Regulation~~ CCR, Title 22, Section
 5 81068.5, and Title 9, Section 532.3, and will provide an unusual occurrence report to
 6 ~~COUNTY~~ ADMINISTRATOR no later than the following business day.

7 8) In the event a client leaves the program without permission, CONTRACTOR shall
 8 hold clients' bed open for forty-eight (48) hours unless otherwise mutually agreed upon by ~~COUNTY~~
 9 ~~and~~ ADMINISTRATOR and CONTRACTOR.

10 9) In the event a client is transferred for crisis stabilization to the COUNTY ETS,
 11 CONTRACTOR shall hold a client's bed open for twenty-four (24) unless otherwise mutually agreed
 12 upon by ADMINISTRATOR and CONTRACTOR.

13 d. Medication Support Services:

14 1) CONTRACTOR shall provide medications, as clinically appropriate, to all clients
 15 regardless of funding.

16 2) CONTRACTOR shall educate clients on the role of medication in their recovery
 17 plan, and how the client can take an active role in their own recovery process. CONTRACTOR shall
 18 provide education to clients on medication choices, risks, benefits, alternatives, side effects and how
 19 these can be managed. Client education will be provided on a regularly scheduled basis via individual
 20 and group sessions.

21 3) CONTRACTOR shall obtain signed medication consent forms for each
 22 psychotropic medication prescribed.

23 4) Medications will be administered on a physician's order by licensed and qualified
 24 staff in accordance with ~~California Code of Regulations~~ CCR, Title 9, Div. 1, Chapter 3, Article 3.5,
 25 Section 532.1, as well as ~~Community Care Licensing~~ CCL Requirements.

26 5) Licensed staff authorized to administer medication will document the client's
 27 response to their medication, as well as any side effects to that medication, in the client's record.

28 6) CONTRACTOR shall insure all medications are securely locked in a designated
 29 storage area with access limited to only those personnel authorized to prescribe, dispense, or administer
 30 medication.

31 7) CONTRACTOR shall ~~establish~~ not utilize sample medications in the program
 32 without first establishing policies and procedures for the use of sample medications consistent with
 33 ~~s~~ State regulatory requirements.

34 8) CONTRACTOR shall provide a medication follow-up visit by a psychiatrist at a
 35 frequency necessary to manage the acute symptoms to allow the client to safely stay at the Crisis
 36 Residential Program and to prepare the client to transition to outpatient level of care upon discharge. At
 37 a minimum, clients will be seen by a psychiatrist within twenty-four (24) hours after admission and will

1 have medication follow-up with a psychiatrist every two (2) days.

2 9) CONTRACTOR shall make available a sufficient supply of current psychiatric
3 medications to which the client has responded, to meet the clients' needs until they can be seen in an
4 outpatient clinic after discharge from the program. This may be a combination of the client's specific
5 medications remaining at the Crisis Residential Program, additional sample medications with patient
6 labels, or new prescriptions.

7 10) CONTRACTOR shall utilize the COUNTY ~~Pharmacy Benefits Manager~~ PBM to
8 supply medications for unfunded clients.

9 D. PROGRAM DIRECTOR/~~QUALITY IMPROVEMENT (QI)~~ RESPONSIBILITIES

10 ~~—~~ The Program Director will have ultimate responsibility for the program and will ensure the
11 following:

12 ~~—~~ 1. Complete 1. A COUNTY certified reviewer completes one hundred percent
13 (100%) audit of client charts regarding clinical documentation, insuring all charts are in compliance with
14 medical necessity and Medi-Cal and Medicare chart compliance. Charts will be reviewed within one
15 day of admission to ensure that all initial charting requirements are met and at the time of discharge.
16 Ongoing chart audits will occur daily to ensure appropriate documentation and follow-up.

17 ~~—~~ 2. Provide clinical direction and training to staff on all clinical documentation and
18 treatment plans;

19 ~~—~~ 3. Become a certified reviewer by the ~~COUNTY's Quality Improvement and Program~~
20 ~~Compliance (QIPC)~~ ADMINISTRATOR's QIC unit within sixty (60) days after hire;

21 ~~—~~ 4. Oversee all aspects of the clinical services of the recovery program;

22 ~~—~~ 5. Coordinate with in-house clinicians, psychiatrist and/or nurse regarding client treatment
23 issues, professional consultations, or medication evaluations;

24 ~~—~~ 6. Review and approve all quarterly logs submitted to ~~COUNTY~~ ADMINISTRATOR,
25 (e.g. medication monitoring and utilization review); and

26 ~~—~~ 7. Participate in program development and interact with other staff regarding difficult
27 cases and psychiatric emergencies.

28 ~~—~~ E//

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

30 ~~—~~ 1. ~~Case conferences, as requested by County staff to address any aspect of clinical care.~~

31 ~~—~~ 2. ~~Monthly COUNTY management meetings with AMHS Program staff and~~
32 ~~ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or~~
33 ~~is not progressing satisfactorily in achieving all the terms of this Agreement, and if not, what steps will~~
34 ~~be taken to achieve satisfactory progress, compliance with policies and procedures, review of statistics~~
35 ~~and clinical services;~~

36 ~~—~~ 3. ~~Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY~~
37 ~~administrative staff; and~~

~~4. Quarterly Regional Quality Improvement Committee meetings.~~

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

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

~~H. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by COUNTY. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.~~

~~I. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if available, and if applicable.~~

~~J. CONTRACTOR shall maintain all requested and required written policies, and provide to ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All policies and procedures and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not limited to the following:~~

- ~~1. Admission Criteria and Admission Procedure~~
- ~~2. Assessments and Individual Service Plans~~
- ~~3. Crisis Intervention/Evaluation for Involuntary Holds~~
- ~~4. Handling Non-Compliant Clients/Unplanned Discharges~~
- ~~5. Medication Management and Medication Monitoring~~
- ~~6. Recovery Program/Rehabilitation Program~~
- ~~7. Community Integration/Case Management/Discharge Planning~~
- ~~8. Documentation Standards~~
- ~~9. Quality Management/Performance Outcomes~~
- ~~10. Resident Rights~~
- ~~11. Personnel/In service Training~~
- ~~12. Unusual Occurrence Reporting~~
- ~~13. Code of Conduct/Compliance~~
- ~~14. Mandated Reporting~~

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

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

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

~~3. Orientation to the services section of this agreement, as outlined in section IV.~~

~~4. Recovery philosophy and client empowerment~~

~~5. Crisis intervention and de-escalation~~

~~6. Substance abuse and dependence~~

~~7. Motivational interviewing~~

~~L. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all Policy and Procedures (P&P). CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and placed in their personnel files.~~

~~M. CONTRACTOR shall ensure that all staff take the County's Annual Provider Training and Annual Compliance Training.~~

~~N. PERFORMANCE OUTCOMES:~~

~~1. CONTRACTOR shall be required to achieve, track and report Performance Outcome Objectives, on a quarterly basis as outlined below:~~

~~a. maintain an occupancy rate of at least seventy five percent (75%)~~

~~b. maintain an average length of stay of fourteen (14) days or less~~

~~c. discharge at least ninety percent (90%) of clients to a lower level of care;~~

~~d. link at least ninety percent (90%) of clients to outpatient services at discharge. Linkage will be defined as keeping outpatient appointment within five (5) days after discharge;~~

~~e. ensure at least ninety five percent (95%) of clients do not require inpatient hospitalization within forty eight (48) hours of discharge;~~

~~f. ensure at least seventy percent (70%) of clients do not readmit within thirty (30) days of discharges; and~~

~~g. maintain an overall client satisfaction score of at least four (4.0) out of five (5.0).~~

~~2. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to adjust the Performance Outcome Objectives based on the needs of the COUNTY, the clients, and a commitment to quality services.~~

~~3. CONTRACTOR shall coordinate distribution and collection of Client Satisfaction surveys and provide summary results to ADMINISTRATOR on a quarterly basis. CONTRACTOR shall also discuss the results of these surveys with all staff members in the program and develop plans to address areas of concern that may result from the surveys.~~

~~O. QUALITY IMPROVEMENT:~~

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

2. CONTRACTOR shall agree to adopt and comply with the written ~~AMHS~~ ADMINISTRATOR Documentation Manual or its equivalent, and any State requirements, as

1 provided by ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal,
2 Medicare and ~~Orange County Health Care Agency~~ ADMINISTRATOR charting standards.

3 3. CONTRACTOR shall regularly review their charting, IRIS data input and billing systems to
4 ensure compliance with COUNTY and state ~~policies and procedures~~ P&Ps and establish mechanisms to
5 prevent inaccurate claim submissions.

6 4. CONTRACTOR shall maintain on file, at the facility, minutes and records of all quality
7 improvement meetings and processes. Such records and minutes will also be subject to regular review
8 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
9 ~~AMHS~~ ADMINISTRATOR's P&P.

10 5. CONTRACTOR shall allow ADMINSTRATOR to attend, and if necessary conduct,
11 ~~Quality Improvement Committee (QIC)~~ and medication monitoring meetings.

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

14 F. PERFORMANCE OUTCOMES:

15 1. CONTRACTOR shall be required to achieve, track and report Performance Outcome
16 Objectives, on a quarterly basis as outlined below:

17 a. maintain an occupancy rate of at least seventy five percent (75%);

18 b. maintain an average length of stay of fourteen (14) days or less;

19 c. discharge at least ninety percent (90%) of clients to a lower level of care;

20 d. link at least ninety percent (90%) of clients to outpatient services at discharge. Linkage
21 will be defined as keeping outpatient appointment within five (5) days after discharge;

22 e. ensure at least ninety-five percent (95%) of clients do not require inpatient
23 hospitalization within forty-eight (48) hours of discharge;

24 f. ensure at least ninety percent (90%) of clients do not readmit within thirty (30) days of
25 discharges; and

26 g. maintain an overall client satisfaction score of at least four (4.0) out of five (5.0).

27 2. CONTRACTOR shall coordinate distribution and collection of Client Satisfaction surveys
28 and provide summary results to ADMINISTRATOR on a quarterly basis. CONTRACTOR shall also
29 discuss the results of these surveys with all staff members in the program and develop plans to address
30 areas of concern that may result from the surveys.

31 ~~P. COUNTY RESPONSIBILITIES~~

32 ~~COUNTY shall:~~

33 ~~1. Provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's~~
34 ~~staff to assist CONTRACTOR in ensuring compliance with Health Care Agency (HCA) Standards of~~
35 ~~Care practices, policies and procedures, documentation standards and any state regulatory requirements.~~

36 ~~2. Assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance~~
37 ~~with workload standards and productivity.~~

~~3. Review client charts to assist CONTRACTOR in ensuring compliance with HCA policies and procedures and Medi-Cal documentation requirements.~~

~~4. Review and approve all admissions and extended stays in the program.~~

~~5. Monitor CONTRACTOR's completion of corrective action plans.~~

~~6. Monitor CONTRACTOR's compliance with COUNTY Policies and Procedures.~~

~~7. COUNTY shall provide a written copy of all assessments completed on clients referred for admission.~~

~~8. COUNTY shall be responsible for the cost of psychiatric medications for the unfunded clients when supplied by COUNTY Pharmacy Benefit Manager.~~

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

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

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

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

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

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

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

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

~~d. Token is malfunctioning.~~

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

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

~~R. NATIONAL PROVIDER IDENTIFIER (NPI) — The standard unique health identifier adopted by the Secretary of Health and Human Services under Health Insurance Portability and Accountability Act (HIPAA) of 1996 for health care providers.~~

~~1. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.~~

~~2. CONTRACTOR, including each employee that provides services under this Agreement, will obtain a NPI upon commencement of this Agreement or prior to providing services under this Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.~~

~~S. NOTICE OF PRIVACY PRACTICES (NPP) — CONTRACTOR shall provide the NPP for the~~

~~County of Orange, as the Mental Health Plan, at the time of the first service provided under this Agreement to individuals who are covered by Medi-Cal and have not previously received services at a County operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the County of Orange, as the Mental Health Plan, to any individual who received services under this Agreement.~~

~~T//~~
G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services paragraph IV. Paragraph of this Exhibit A to the Agreement.

V. STAFFING

~~A. 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. A copy of the Code of Conduct will be provided to each client upon admission and will be posted in writing in a prominent place.~~

~~B.~~ **A.** CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in advance and 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, and in advance, by ADMINISTRATOR.

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

~~C. D. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to adjust the staffing requirements described in this paragraph.~~

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

~~F.~~ **F.** CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in ~~Full-Time Equivalents~~ (FTEs) continuously throughout the term of this Agreement. One (1) FTE will be

1 equal to an average of forty (40) hours work per week.

2 //

PROGRAM	<u>FTEs</u>
Regional Director	0.100
Program Director	1.000
Business Office Manager	1.000
Admin Asst	1.000
Administrative Assistant /HR Assistant	
Clinician (Licensed/Waivered)	2.800
Clinician (On-Call)	0.420
Licensed Vocational Nurse (LVN)	2.800
PSC II	1.400
Residential Counselor	7.400
Residential Counselor (On-Call)	1.64 638
SUBTOTAL PROGRAM	19.56558
SUBCONTRACTOR	
Psychiatrists	0.53525
TOTAL FTEs	20.09083

21

22 ~~GE.~~ WORKLOAD STANDARDS

23 1. One (1) ~~Direct Service Hour (DSH)~~ will be equal to sixty (60) minutes of direct client
24 service.

25 2. The CONTRACTOR shall provide ~~an average of sixty five (65) DSHs per month per FTE,~~
26 ~~or seven hundred eighty (780) DSHs per year per FTE~~ ~~eleven (711)~~ DSHs per year ~~per FTE~~ of direct physician time which will
27 include medication support services which are inclusive of both billable and non-billable services.

28 3. CONTRACTOR shall ensure physician services are provided a minimum of ~~two (2)~~ three (3)
29 hours per day, seven (7) days a week, and on-call coverage twenty-~~two (22)~~ one (21) hours per day by
30 phone.

31 4. CONTRACTOR shall, during the term of ~~this~~ the Agreement provide client related services,
32 tracking the number of individual counseling sessions and number of educational groups provided with a
33 minimum of three (3) groups and two (2) individual session per day.

34 HE. Staffing levels and qualifications will meet the requirements as stated in ~~California Code of~~
35 ~~Regulations~~ CCR Title 22, Division 6, Chapters 1 and 2; Title 9, Division 1, Chapter 3, Article 3.5; as
36 well as the ~~California Welfare and Institutions Code~~ WIC Division 5, Part 2, Chapter 2.5, Article 1; and
37 the ~~California Health and Safety Code~~ HSC Division 2, Chapter 3, Article 2, and/or other certification

standards for a Social Rehabilitation Facility as well as for a Short Term Crisis Residential, as appropriate to the services being provided. A sufficient number of clinical staff will be licensed in order to meet all State requirements. COUNTY shall not reimburse CONTRACTOR for services provided by clinical staff who do not meet these requirements.

~~I.G.~~ A limited number of clinical staff will be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, ~~Welfare and Institutions Code~~ WIC.

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

1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of treatment for student interns providing substance abuse services. Supervision will be in accordance to that set by the ~~Board of Behavioral Science~~ BBS. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

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

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

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

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

VI. REPORTS

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

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services ~~p~~ Paragraph of ~~this~~ Exhibit A to ~~this~~ Agreement. Such reports will also include total bed days, ~~Direct Service Hours (DSHs)~~ DSH and number of clients by program. The reports will be received

1 by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being
 2 reported. CONTRACTOR must request in writing any extensions to the due date of the monthly
 3 required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed
 4 more than five (5) calendar days.

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

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

19 D. PROGRAMMATIC

20 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated
 21 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by
 22 ADMINISTRATOR no later than ~~twenty (20)~~the twentieth (20th) calendar days following the end of the
 23 month/quarter being reported unless otherwise specified. Programmatic reports will include the
 24 following:

25 a. On a daily basis, CONTRACTOR will report the daily census to the
 26 ADMINISTRATOR and ensure that ~~AMHS, ETS, and CAT staff~~ADMINISTRATOR has a current
 27 status of open beds at all times.

28 b. On a monthly basis, CONTRACTOR shall report the following information to
 29 ADMINISTRATOR:

- 30 1) current schedule of groups and activities
- 31 2) a description of chart compliance activities as well as the status and outcome of
 32 chart reviews
- 33 3) number of admissions;
- 34 4) referral source upon admission;
- 35 5) type of funding upon admission;
- 36 6) average length of stay ~~(LOS)~~;
- 37 7) direct service hours by physician;

- 8) number of ~~bed days~~ admissions by funding (Medi-Cal, unfunded, etc.);
- 9) average daily census;
- 10) number of discharges;
- 11) type of residence on discharge (independent, home with family, Sober Living, etc.);
- 12) voluntary and involuntary hospitalizations that occur during client's stay or within forty-eight (48) hours of discharge;
- 13) readmissions within thirty (30) days of discharge;
- 14) number of individual counseling sessions per month;
- 15) number of educational groups provided to clients per month;
- 16) number of attendees to each of the groups per month; and
- 17) Description of CONTRACTOR's progress in implementing the provisions of this Agreement. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement, and if not, will specify what steps will be taken to achieve satisfactory progress.

c. On a quarterly basis, CONTRACTOR shall report the Performance Outcome Objectives as outlined in ~~subparagraph IV.N.1.a. through IV.N.1.g~~ Subparagraph IV.F. of this Exhibit A to the Agreement.

2. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to adjust the items to be included in the monthly programmatic reports based on the needs of the COUNTY, the clients, and a commitment to quality services.

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

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

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

VII. RESPONSIBILITES

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

- 1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical care.

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&Ps, review of statistics and clinical services;

3. Clinical staff training for individuals conducted by CONTRACTOR and/or ADMINISTRATOR; and

4. Quarterly Regional ~~FOIC~~ meetings.

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

C. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

D. CONTRACTOR shall maintain all requested and required written policies, and provide to ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not limited to the following:

1. Admission Criteria and Admission Procedure;
2. Assessments and Individual Service Plans;
3. Crisis Intervention/Evaluation for Involuntary Holds;
4. Handling Non-Compliant Clients/Unplanned Discharges;
5. Medication Management and Medication Monitoring;
6. Recovery Program/Rehabilitation Program;
7. Community Integration/Case Management/Discharge Planning;
8. Documentation Standards;
9. Quality Management/Performance Outcomes;
10. Resident Rights;
11. Personnel/In service Training;
12. Unusual Occurrence Reporting;
13. Code of Conduct/Compliance; and
14. Mandated Reporting.

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

1. Orientation to the program's goals, and P&Ps;
2. Training on subjects as required by state regulations;
3. Orientation to the services section, as outlined in the Services Paragraph of this Exhibit A to

1 the Agreement:

2 4. Recovery philosophy and client empowerment;

3 5. Crisis intervention and de-escalation;

4 6. Substance abuse and dependence; and

5 7. Motivational interviewing.

6 F. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
7 P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member
8 and placed in their personnel files.

9 G. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the
10 COUNTY's New Provider Training.

11 H. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training
12 and Annual Compliance Training.

13 I. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
14 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
15 Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

16 J. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to
17 ensure compliance with workload standards and productivity.

18 K. ADMINISTRATOR shall review client charts to assist CONTRACTOR in ensuring compliance
19 with HCA P&Ps and Medi-Cal documentation requirements.

20 L. ADMINISTRATOR shall review and approve all extended stays in the program.

21 M. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

22 N. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ADMINISTRATOR's
23 P&P.

24 O. ADMINISTRATOR shall ensure a written referral form is provided for clients referred for
25 admission.

26 P. ADMINISTRATOR shall be responsible for the cost of psychiatric medications for the
27 unfunded clients when supplied by COUNTY PBM.

28 Q. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
29 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

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

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

36 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
37 conditions:

- a. Token of each staff member who no longer supports this Agreement;
- b. Token of each staff member who no longer requires access to the HCA IRIS;
- c. Token of each staff member who leaves employment of CONTRACTOR;
- d. Token is malfunctioning; or
- e. Termination of Agreement.

5. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

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

R. CONTRACTOR will be responsible for ensuring monthly evaluation of members using the MORS.

S. CONTRACTOR shall obtain a NPI – The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions.

2. CONTRACTOR, including each employee that provides services under the Agreement, will obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

T. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under the Agreement to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the COUNTY, as the MHP, to any individual who received services under the Agreement.

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

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

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;

- 1 2. Maximize the use of the allocated funds;
- 2 3. Ensure timely and accurate reporting of monthly expenditures;
- 3 4. Maintain appropriate staffing levels;
- 4 5. Request budget and/or staffing modifications to the Agreement;
- 5 6. Effectively communicate and monitor the program for its success;
- 6 7. Track and report expenditures electronically;
- 7 8. Maintain electronic and telephone communication between key staff and the Contract and
- 8 Program Administrators; and
- 9 9. Act quickly to identify and solve problems.

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

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

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