

1    AGREEMENT FOR PROVISION OF  
 2    ENHANCED RECOVERY FULL SERVICE PARTNERSHIP SERVICES  
 3    BETWEEN  
 4    COUNTY OF ORANGE  
 5    AND  
 6    TELECARE CORPORATION  
 7    ~~FEBRUARY~~JULY 1, 2012<sup>1</sup> THROUGH JUNE 30, 2013<sup>2</sup>

8  
 9    <sup>(SC1)</sup> THIS AGREEMENT entered into this 1st day of July 2012 ~~February 2011~~, which date is enumerated  
 10 for purposes 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 Enhanced Recovery Full Service Partnership Services described herein to the residents of Orange  
 18 County; and  
 19        WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and  
 20 conditions hereinafter set forth:

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** ~~February~~ July 1, 2011 through June 30, 2012

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

~~"Period Two" means the period from July 1, 2011 through June 30, 2012~~

~~**Maximum Obligation:** Period One Maximum Obligation: \$1,188,364~~

~~Period Two~~

~~TOTAL CONTRACT MAXIMUM OBLIGATION: \$3,507,357~~

**Maximum Obligation:** \$2,318,993

**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>
<del>Comprehensive Commercial General Liability with</del>	<del>\$1,000,000 combined single limit</del>
<del>-broad form Property damage and</del>	<del>per occurrence</del>
<del>-contractual liability</del>	\$2,000,000 aggregate
Automobile Liability, including coverage	\$1,000,000 per occurrence
for owned, non-owned and hired vehicles	<del>combined single limit per occurrence</del>
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

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

A.	AA	Alcoholics Anonymous
B.	<del>Alteration</del> ADL Activities of <del>terms</del> Daily Living	
C.	AMHS	Adult Mental Health Services
D.	ARRA	American Recovery and Reinvestment Act
E.	ASRS	Alcohol and Drug Programs Reporting System
F.	BBS	Board of Behavioral Sciences
G.	BHS	Behavioral Health Services
H.	CAT	Centralized Assessment Team
I.	CCC	California Civil Code
J.	CCR	California Code of Regulations
K.	CFR	Code of Federal Regulations
L.	CHPP	County HIPAA Policies and Procedures
M.	CHS	Correctional Health Services
N.	CSW	Clinical Social Worker
O.	D/MC	Drug/Medi-Cal
P.	DCR	Data Collection and Reporting
Q.	DD	Dual Disorders
R.	DHCS	Department of Health Care Services
S.	DMH	Department of Mental Health
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.	FSP	Full Service Partnership
AA.	FTE	Full Time Equivalent
AB.	HCA	Health Care Agency
AC.	HHS	Health and Human Services
AD.	HIPAA	Health Insurance Portability and Accountability Act
AE.	HSC	California Health and Safety Code
AF.	IMD	Institution for Mental Disease
AG.	IRIS	Integrated Records Information System
AH.	KET	Key Events Tracking

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

1 BT. UMDAP Universal Method of Determining Ability to Pay

2 BU. USC United States Code

3 BV. WIC State of California Welfare and Institutions Code

4 BW. WRAP Wellness Recovery Action Plan

5 BX. XML Extensible Markup Language

## 7 II. ALTERATION OF TERMS

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

## 14 III. ASSIGNMENT OF DEBTS

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

## 23 IV. COMPLIANCE

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

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

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

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

1 ADMINISTRATOR's Compliance Program and related policies and procedures.

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

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

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

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

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

24 ~~B. SANCTION SCREENING - B. CODE OF CONDUCT - ADMINISTRATOR has~~  
25 ~~developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.~~

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

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

31 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or~~  
32 ~~establish its own.~~

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

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



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

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

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

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

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

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

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

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

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

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

5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently

1 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If  
 2 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
 3 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
 4 business operations related to this Agreement.

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

10 ~~D. REIMBURSEMENT STANDARDS~~

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

17 ~~2~~ 7. CONTRACTOR shall ~~submit no false, fraudulent, inaccurate or fictitious claims~~  
 18 ~~for payment or reimbursement of~~promptly return any kind.

19 ~~3. CONTRACTOR shall bill only for those eligible services actually rendered which are also~~  
 20 ~~fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes to~~  
 21 ~~accurately describe~~overpayments within in forty-five (45) days after the services provided and to ensure  
 22 ~~compliance with all billing and documentation requirements~~overpayment is verified by the  
 23 ADMINISTRATOR.

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

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

28 1 1. CONTRACTOR shall use its best efforts to encourage completion by Covered  
 29 Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1)  
 30 designated representative to complete all Compliance Trainings when offered.

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

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

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

37 D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence

1 by ADMINISTRATOR's employees and contract providers.

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

4 2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
5 made aware of ADMINISTRATOR's Code of Conduct.

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

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

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

15 6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,  
16 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
17 CONTRACTOR's Code of Conduct.

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

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

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

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

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

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

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

3 //

#### 4 **V. CONFIDENTIALITY**

5 [rg7] A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any  
 6 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
 7 regulations, as they now exist or may hereafter be amended or changed.

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

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

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

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

#### 27 **VI. COST REPORT**

28 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days  
 29 following ~~Period One and Period Two~~ termination of this Agreement. CONTRACTOR shall prepare  
 30 the Cost Report in accordance with all applicable federal, state and county requirements ~~and~~ generally  
 31 accepted accounting principles ~~and the Special Provisions Paragraph of this Agreement~~.  
 32 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,  
 33 and funding sources in accordance with such requirements and consistent with prudent business practice,  
 34 which costs and allocations shall be supported by source documentation maintained by CONTRACTOR,  
 35 and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR  
 36 has multiple Agreements for mental health services that are administered by HCA, consolidation of the  
 37

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31  
32 Signed \_\_\_\_\_  
33 Name \_\_\_\_\_  
34 Title \_\_\_\_\_  
35 Date \_\_\_\_\_"

36 //  
37 //

## VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

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

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

## VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

1 | currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such  
 2 | documentation for all covered employees, subcontractors and consultants for the period prescribed by  
 3 | the law.

4 | //

### 5 | IX. EQUIPMENT

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

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

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

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

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



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

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

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

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

### 12 . FACILITIES, PAYMENTS AND SERVICES

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

## 19 XI. INDEMNIFICATION AND INSURANCE

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

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

1 request a jury apportionment.

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

6 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is self-  
7 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of  
8 insurance covering its operations placed with reputable insurance companies in amounts as specified ~~on~~  
9 Page 4 in the Referenced Contract Provisions of this Agreement. Upon request by ADMINISTRATOR,  
10 CONTRACTOR shall provide evidence of such insurance.

11 E. All insurance policies except Workers' Compensation and Employer's Liability, shall contain  
12 the following clauses:

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

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

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

20 F. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be  
21 mailed to COUNTY as referenced ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement.

22 G. COUNTY warrants that it is self-insured or maintains policies of insurance placed with  
23 reputable insurance companies licensed to do business in the State of California which insures the perils  
24 of bodily injury, medical, professional liability, and property damage. Upon request by  
25 CONTRACTOR, COUNTY shall provide evidence of such insurance.

## 26 27 **XII. INSPECTIONS AND AUDITS**

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

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

5 C. AUDIT RESPONSE

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

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

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

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

25  
 26 **XIII. LICENSES AND LAWS**

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

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

1. ~~State of California Welfare and Institutions Code (WIC),~~ Divisions 5, 6 ~~&~~ and 9;
2. ~~State of California Health and Safety Code, Sections HSC, §§1250 et seq.;~~
3. ~~State of California Penal Code (PC),~~ Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting;
4. ~~California Code of Regulations (CCR),~~ Title 9, Title 17, and Title 22;
5. ~~Code of Federal Regulations (CFR),~~ Title 42 and Title 45;
6. ~~United States Code (U.S.C.A.)~~ USC, Title 42;
7. Federal Social Security Act, Title XVIII and Title XIX;
8. ~~The~~ 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990 ~~(42 U.S.C.A., Chapter 126, 12101, et seq.);~~
9. ~~The~~ 42 USC, §114 and §§1857, et seq., the Clean Air Act ~~(42 U.S.C.A. Section 114 and Section 1857, et seq.);~~
10. ~~The~~ 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act ~~(33 U.S.C.A. 84, Section 308 and Sections 1251 et seq.);~~
11. 31 USC 7501.70, Federal single Audit Act of 1984 ~~(31 U.S.C.A. 7501.70);~~
12. Policies and procedures set forth in ~~Mental Health Plan (MHP) Letters;~~
13. Policies and procedures set forth in ~~Department of Mental Health (DMH)~~ DHCS Letters;
14. ~~14. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~
15. OMB Circulars A-87, A-89, A-110, A-122.
16. Federal Medicare Cost reimbursement principles and cost reporting standards;
17. Orange County Medi-Cal Mental Health Managed Care Plan;
18. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management.
17. ~~Health Insurance Portability and Accountability Act (HIPAA), as it may exist now, or be hereafter amended, and if applicable.~~
18. ~~Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A122, and A-133.~~

C. CONTRACTOR shall at all times be capable and authorized by the State of California to provide treatment and bill for services provided to Medi-Cal eligible clients while working under the terms of this Agreement and shall make every reasonable effort to obtain appropriate licenses and/or waivers to provide Medi-Cal billable treatment services at school or other sites requested by ADMINISTRATOR.

#### D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
  - a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;

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

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

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

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

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

#

**XIV. LITERATURE AND ADVERTISEMENTS**

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

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

**XV. MAXIMUM OBLIGATION**

The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is as specified ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement.

**XVI. NONDISCRIMINATION**

**A. EMPLOYMENT**

1. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group

1 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),  
 2 sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant  
 3 that the evaluation and treatment of employees and applicants for employment are free from  
 4 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment  
 5 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,  
 6 including apprenticeship. There shall be posted in conspicuous places, available to employees and  
 7 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal  
 8 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

9 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
 10 shall state that all qualified applicants will receive consideration for employment without regard to  
 11 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
 12 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement  
 13 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

18 B. SERVICES, BENEFITS, AND FACILITIES ~~¶~~ CONTRACTOR shall not discriminate in the  
 19 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
 20 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
 21 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with  
 22 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964  
 23 (42 ~~U.S.C.A.~~ USC §2000d); the Age Discrimination Act of 1975 (42 ~~U.S.C.A.~~ USC §6101); and Title 9,  
 24 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the ~~California Code of Regulations~~ CCR, and all  
 25 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state  
 26 law and regulations, as all may now exist or be hereafter amended or changed.

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

- 29 a. Denying a client or potential client any service, benefit, or accommodation.
- 30 b. Providing any service or benefit to a client which is different or is provided in a  
 31 different manner or at a different time from that provided to other clients.
- 32 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed  
 33 by others receiving any service or benefit.
- 34 d. Treating a client differently from others in satisfying any admission requirement or  
 35 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
 36 any service or benefit.
- 37 e. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

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

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

**XVII. NOTICES**

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

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified on Page 4 in the Referenced Contract Provisions of this Agreement or as

1 otherwise directed by ADMINISTRATOR;

2 2. When faxed, transmission confirmed;

3 3. When sent by ~~electronic mail~~ Email; or

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

6 B. Termination Notices shall be addressed as specified ~~on Page 4~~ in the Referenced Contract  
7 Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective  
8 when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal  
9 Express, United Parcel Service, or other expedited delivery service.

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

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

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

## 18 **XVIII. NOTIFICATION OF DEATH NOTIFICATION OF DEATH**

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

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

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

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

### 30 **B. TERMINAL ILLNESS DEATH**

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

36 2. If there are any questions regarding the cause of death of any person served hereunder who  
37



1 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,  
 2 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with ~~s~~Subparagraph A.  
 3 above.

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

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

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

13 //

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

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

18 1. ~~California Code of Regulation~~ Title 22 CFR, §§70751(c), 71551(c), 73543(a), 74731(a),  
 19 75055(a), 75343(a), and 77143(a).

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

21 ~~3. Title~~ 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

37 ~~F. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened~~

~~the definition of medical records and identified this new record set as a Designated Record Set (DRS).~~

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

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

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

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

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

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

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

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

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

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

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

## 11 XXI. REVENUE

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

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

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

## 29 XXII. SEVERABILITY

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

## 36 XXIII. SPECIAL PROVISIONS

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

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

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

- 26 | 1. Purchasing or improving land, including constructing or permanently improving any
- 27 | building or facility, except for tenant improvements.
- 28 | 2. Providing inpatient hospital services or purchasing major medical equipment.
- 29 | 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 30 | funds (matching).
- 31 | 4. Funding travel or training (excluding mileage or parking).
- 32 | 5. Making phone calls outside of the local area unless documented to be directly for the
- 33 | purpose of client care.
- 34 | 6. Payment for grant writing, consultants, certified public accounting, or legal services.
- 35 | 7. Purchase of artwork or other items that are for decorative purposes and do not directly
- 36 | contribute to the quality of services to be provided pursuant to this Agreement.

**XXIV. STATUS OF CONTRACTOR**

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

**XXV. TERM**

The term of this Agreement shall commence and terminate as specified ~~on Page 4~~ in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this ~~Agreement~~; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

**XXVI. TERMINATION**

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

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws ~~p~~ Paragraph of this Agreement.

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

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

7           D. CONTINGENT FUNDING

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

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

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

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

16           E. In the event this Agreement is suspended or terminated prior to the completion of the term as  
17 specified ~~on Page 4~~ in the Referenced Contract Provisions of ~~the~~ is Agreement, ADMINISTRATOR may,  
18 at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with  
19 the reduced term of the Agreement.

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

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

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

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

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

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

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

35           7. To the extent services are terminated, cancel outstanding commitments covering the  
36 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
37 commitments which relate to personal services. With respect to these canceled commitments,

1 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
2 arising out of such cancellation of commitment which shall be subject to written approval of  
3 ADMINISTRATOR.

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

7 **XXVII. THIRD PARTY BENEFICIARY**

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

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

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

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

3  
4 TELECARE CORPORATION

5  
6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

7  
8 TITLE: \_\_\_\_\_

9  
10  
11 COUNTY OF ORANGE

12  
13 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

14 HEALTH CARE AGENCY

15  
16 ~~CHAIR OF THE BOARD OF SUPERVISORS~~

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

21 \_\_\_\_\_ DATED: \_\_\_\_\_

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

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

29  
30 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

31 DEPUTY

32  
33  
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by HCA.



EXHIBIT A  
 TO AGREEMENT WITH  
 TELECARE CORPORATION  
~~FEBRUARY~~ JULY 1, 2012~~1~~ THROUGH JUNE 30, 2013~~2~~

**I. DEFINITIONS**

~~The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Agreement.~~ The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in 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.~~ B. ADL means diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

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

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

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

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

1. 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.

3. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among consumers and clinicians in practice,

1 or innovators in academia or policy makers; and at least one recognized expert, group of researchers or  
 2 other credible individuals have endorsed the practice as worthy of attention based on outcomes; and  
 3 finally, it produces specific outcomes.

4 ~~G. D. CAMINAR~~ Data Collection System means software designed for collection, tracking and  
 5 reporting ~~outcome dates~~ outcomes data for clients enrolled in the ~~Full-Service Partnerships~~ FSP  
 6 Programs.

7 1. 3 M's means the Quarterly Assessment Form that is completed for each client every three  
 8 months in the ~~CAMINAR~~ approved data collection system.

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

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

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

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

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

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

37 ~~G. Centralized Assessment Team (CAT)~~

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

5 ~~H.~~

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

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

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

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

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

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

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

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

31 ~~P. Full Service Partnership (S. FSP)~~

32 1. A ~~Full Service Partnership~~ FSP means a type of program described by the State in the  
 33 requirements for the COUNTY plan for use of MHSA funds and which includes clients being a full  
 34 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and  
 35 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams  
 36 will be established including the client, psychiatrist, and ~~Personal Services Coordinator (PSC)~~.  
 37 Whenever possible, these multidisciplinary teams will include a mental health nurse, ~~marriage and~~

1 ~~family therapist, clinical social worker~~ MFT, CSW, peer specialist, and family members. The ideal client  
 2 to staff ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building  
 3 and intense service delivery. Services will include, but not be limited to, the following:

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

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

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

34 QI. Housing Specialist means a specialized position dedicated to developing the full array of  
 35 housing options for their program and monitoring their suitability for the population served in  
 36 accordance with the minimal housing standards policy set by the ~~County of Orange~~ COUNTY for their  
 37 program. This individual is also responsible for assisting consumers with applications to low income

1 housing, housing subsidies, senior housing, etc.

2 ~~U. Individual Services and Support Funds - Flexible Funds~~ ~~R. Institutes for Mental Diseases~~  
 3 ~~(IMD) provide locked, skilled nursing facility care and supervision for adults 18-65 years of age, who~~  
 4 ~~require extended treatment following an acute psychiatric hospitalization; allowing clients an~~  
 5 ~~opportunity to stabilize and prepare for community discharge. All clients must be conserved under the~~  
 6 ~~Lanterman Petris Short Act (LPS). The initial meeting between a potential client and COUNTY and/or~~  
 7 ~~CONTRACTOR's staff which includes an evaluation to determine if the client meets program criteria~~  
 8 ~~and is willing to seek services, may occur an IMD.~~

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

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

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

25 ~~VY. Job Coach/Developer~~ means a specialized position dedicated to cultivating and nurturing  
 26 employment opportunities for the clients and matching the job to the client's strengths, abilities, desires,  
 27 and goals. This position will also integrate knowledge about career development and job preparation to  
 28 ensure successful job retention and satisfaction of both employer and employee.

29 ~~Z. MFT~~ ~~W. Lanterman Petris Short (LPS)~~ refers to an Act that went into effect July 1, 1972 in  
 30 California. The Act in effect ended all hospital commitments by the judiciary system, except in the case  
 31 of criminal sentencing (e.g. convicted sexual offenders) and those who were "gravely disabled" defined  
 32 as unable to obtain food, clothing, or housing. It expanded the evaluative power of psychiatrists and  
 33 created provisions and criteria for holds.

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

36 ~~YAA. Medical Necessity~~ means the requirements as defined in the ~~Orange County Mental Health Plan~~  
 37 ~~(COUNTY MHP)~~ Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that

1 includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

2 ~~AB Z. Mental Health Rehabilitation Center (MHRC) provides rehabilitation and activity program~~  
 3 ~~services as specified in the MHRC regulations Title 9, 782.34. It is designed to assist clients, considered~~  
 4 ~~seriously disabled due to a mental illness, to develop skills to become self-sufficient and capable of~~  
 5 ~~increasing levels of independent functioning in the community. The program offered at a MHRC is~~  
 6 ~~based upon a therapeutic milieu with a primary rehabilitation focus, and a behavioral modification~~  
 7 ~~program to treat the severe, persistent, and chronic mental health symptoms of clients. The program~~  
 8 ~~services at a MHRC include psychiatric and psychological services, learning disability assessment and~~  
 9 ~~educational services, pre-vocational and vocational counseling, development of independent living~~  
 10 ~~skills, self help and social skills, and community outreach to develop linkages with other support and~~  
 11 ~~service systems, including family members.~~

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

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

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

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

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

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

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

35 6. Medication Support Services means those services provided by a licensed physician,  
 36 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing  
 37 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the

1 symptoms of mental illness. These services also include evaluation and documentation of the clinical  
 2 justification and effectiveness for use of the medication, dosage, side effects, compliance and response  
 3 to medication, as well as obtaining informed consent, providing medication education and plan  
 4 development related to the delivery of the service and/or assessment of the beneficiary.

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

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

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

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

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

23 ~~AE. Milestones of Recovery Scale (AF. MORS)~~ AF. MORS is a recovery scale that ~~Orange County~~ COUNTY  
 24 will be using for the Adult mental health programs in ~~Orange County~~ COUNTY. The scale will provide  
 25 the means of assigning consumers to their appropriate level of care and replace the diagnostic and acuity  
 26 of illness-based tools being used today. MORS is ideally suited to serve as a recovery-based tool for  
 27 identifying the level of service needed by participating members. The scale will be used to create a map  
 28 of the system by determining which milestone(s) or level of recovery (based on the MORS) are the  
 29 target groups for different programs across the continuum of programs and services offered by ~~Orange~~  
 30 ~~County Behavioral Health~~ COUNTY.

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

36 ~~AG. Notice of Action (AH. NOA-A)~~ AH. NOA-A means a Medi-Cal requirement that informs the  
 37 beneficiary that he/she is not entitled to any specialty mental health service. The ~~County of~~

1 ~~Orange~~ COUNTY has expanded the requirement for an NOA-A to all individuals requesting an  
 2 assessment for services and found not to meet the medical necessity criteria for specialty mental health  
 3 services.

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

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

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

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

25 ~~AL.~~ AM. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits  
 26 that are given to clients that qualify for medication benefits.

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

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

35 ~~AN.~~

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



1 program level.

2 ~~AO~~AQ. Promotora de Salud Model means a model where trained individuals, Promotores, work towards  
3 improving the health of their communities by linking their neighbors to health care and social services,  
4 educating their peers about mental illness, disease and injury prevention.

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

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

16 ~~AR~~AT. Psychiatrist means an individual who meets the minimum professional and licensure  
17 requirements set forth in Title 9, ~~California Code of Regulations~~CCR, Section 623.

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

20 ~~AV~~. ~~QIC~~ ~~AT~~. ~~Quality Improvement Committee (QIC)~~ means a committee that meets quarterly to  
21 review one percent (1%) of all "high-risk" Medi-Cal clients to monitor and evaluate the quality and  
22 appropriateness of services provided. At a minimum, the committee is comprised of one (1)  
23 CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the  
24 clinical care of the cases.

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

31 ~~1993).~~AW. Recovery is "a process of change through which individuals improve their health and  
32 wellness, live a self-directed life, and strive to reach their full potential," and identifies four major  
33 dimensions to support recovery in life:

34 "1. Health: Overcoming or managing one's disease(s) as well as living in a physically and  
35 emotionally healthy way;

36 2. ~~AV~~ Home: A stable and safe place to live;

37 3. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family

1 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;  
2 and

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

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

8 ~~AY~~ ~~AW. Pharmacy Benefits Manager means the Pharmaceutical Benefits Management (PBM)~~  
9 ~~Company that manages the medication benefits that are given to Behavioral Health Services (BHS) and~~  
10 ~~Medical and Institutional Health Services (MIHS) clients that qualify for medication benefits.~~

11 ~~AX. Supportive Housing Personal Services Coordinator (PSC)~~ means a person who provides  
12 services in a supportive housing structure. This person will coordinate activities which will include, but  
13 not be limited to: independent living skills, social activities, supporting communal living, assisting  
14 residents with conflict resolution, advocacy, and linking clients with the assigned PSC for clinical  
15 issues. Supportive Housing PSC will consult with the multidisciplinary team of clients assigned by the  
16 program. The PSC's will be active in supporting and implementing a full service partnership philosophy  
17 and its individualized, strengths-based, culturally appropriate, and client-centered approach.

18 ~~AY~~ AZ. Supervisory Review means ongoing clinical case reviews in accordance with procedures  
19 developed by ~~County~~ ADMINISTRATOR, to determine the appropriateness of diagnosis and treatment  
20 and to monitor compliance to the minimum ~~Adult Mental Health Services (AMHS)~~ ADMINISTRATOR  
21 and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or  
22 designee.

23 ~~AZ~~ BA. Token means the security device which allows an individual user to access the ~~Health Care~~  
24 ~~Agency (HCA)~~ COUNTY's computer based ~~Integrated Records Information System (IRIS).~~

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

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

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

36 //

37 //

**II. BUDGET**

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

	<u>Period One</u>	<u>Total Budget</u>	<u>Period Two</u>
ADMINISTRATIVE COST			
Indirect Costs	<del>\$ 121,076</del>	\$ 302,477	<del>\$ 423,553</del>
SUBTOTAL ADMINISTRATIVE COST	<del>\$ 121,076</del>	\$ 302,477	<del>\$ 423,553</del>
PROGRAM COST			
		<del>\$1,002,161</del>	
Salaries	<del>\$ 370,813</del>	<del>\$1,050,377</del>	<del>\$1,372,974</del>
		<del>347,487</del>	
Benefits	<del>123,180</del>	<del>355,998</del>	<del>470,667</del>
		<del>305,429</del>	
Services and Supplies	<del>192,702</del>	<del>248,703</del>	<del>498,131</del>
		<del>144,675</del>	
Flexible Funds	<del>48,225</del>	<del>144,674</del>	<del>192,900</del>
Subcontractor	<del>72,255</del>	<del>216,764</del>	<del>289,019</del>
SUBTOTAL PROGRAM COST	<del>\$ 807,175</del>	\$2,016,516	<del>\$2,823,691</del>
<del>START UP COST</del>	<del>\$ 260,113</del>	<del>\$ ————0</del>	<del>\$ 260,113</del>
TOTAL COST	<del>\$1,188,364</del>	\$2,318,993	<del>\$3,507,357</del>
REVENUE			
Federal Medi-Cal	<del>\$ 53,884</del>	\$ 231,899	<del>\$ 285,783</del>
<del>Mental Health Services Act</del>			
<u>MHSA</u>	<del>1,134,480</del>	<del>2,087,094</del>	<del>3,221,574</del>
TOTAL REVENUE	<del>\$1,188,364</del>	\$2,318,993	<del>\$3,507,357</del>
TOTAL MAXIMUM OBLIGATION	<del>\$1,188,364</del>	\$2,318,993	<del>\$3,507,357</del>

1 B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in  
 2 ~~P~~Subparagraph II.A. of this Exhibit A to this Agreement includes Indirect Costs ~~set at~~ not to exceed  
 3 fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent  
 4 (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may  
 5 include operating income.

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

14 D. The parties agree that the above budget reflects an average Medi-Cal client caseload of  
 15 approximately ~~seven percent (7%) for Period One and~~ twenty percent (20%) ~~for Period Two~~ to be  
 16 maintained by CONTRACTOR. ~~It is anticipated that the actual Medi-Cal generation will be~~  
 17 ~~significantly higher in Period Two.~~ CONTRACTOR agrees to accept COUNTY referrals that may  
 18 result in an increase in this average.

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

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

~~G. WORK COST PAY BACK (Start Up Funds) If prior to July 1, 2012, CONTRACTOR or COUNTY elects to terminate the contract under the provisions of Section XXV, A, B or C, then CONTRACTOR shall pay COUNTY liquidated damages for the unreceived benefit of the Work Cost paid by COUNTY. CONTRACTOR shall reimburse COUNTY an amount herein referred to as the "Work Cost Pay Back" calculated in accordance with the formula below:~~

$$\text{\$15,301 X (17 - S)}$$

~~S = the interval, in months, between February 1, 2011 and the date CONTRACTOR ceases to provide services~~

~~For example:~~

~~If services cease December 31, 2011, the CONTRACTOR shall pay COUNTY~~  
 ~~$\text{\$15,301 X (17 - 11) = \$91,806}$~~

~~1. The Work Cost Pay Back shall be due and payable immediately upon cessation of services; provided however, the CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to a date, not to exceed three (3) months following cessation of services by which CONTRACTOR shall have reimbursed COUNTY the full amount of the Work Cost Pay Back. COUNTY may, in addition to any other remedies, deduct the Work Cost Pay Back from any amount COUNTY owes CONTRACTOR under any other Agreement between COUNTY and CONTRACTOR.~~

~~2. Notwithstanding anything else in this section, CONTRACTOR will not be subject to the Work Cost Pay Back under any delay or failure in performance under the Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, vandalism, strikes or any similar or dissimilar cause beyond the reasonable control of either party. However, CONTRACTOR shall make good faith efforts to perform under this Agreement in the event of any such circumstance.~~

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

### III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of ~~\\$237,673 per month for period one and the provisional amount of \\$193,250 per month for period two.~~ All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report ~~p~~ Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder provided, however, the total of such payments does not exceed ~~COUNTY's Total~~ the Maximum Obligation in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to ~~County~~ COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental ~~billings~~ invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly ~~billing~~ invoices, CONTRACTOR shall submit an Expenditure and

1 Revenue Report as specified in the Reports ~~p~~Paragraph of this Exhibit A to the Agreement.  
 2 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to  
 3 CONTRACTOR as specified in ~~subparagraphs~~ Subparagraphs III.A.2. and III.A.3., below.

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

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

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

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

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

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

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

29 //

#### 30 **IV. SERVICES**

31 A. FACILITY - CONTRACTOR shall maintain a facility which meets the minimum requirements  
 32 for Medi-Cal and Medicare eligibility for the provisions of ~~Full-Service Partnership Services~~Enhanced  
 33 Recovery FSP for Adults for exclusive use by COUNTY at the following location, or any other location  
 34 approved, in advance, and in writing, by ADMINISTRATOR:

35  
 36 2100 North Broadway, Suite 101  
 37 Santa Ana, CA 92706

- 1           1. The facility shall include space to support the services identified within this Agreement.
- 2           2. The facility shall be open until at least 5:00 p.m. in adherence with the ~~County of~~
- 3 ~~Orange~~ COUNTY established schedule; provided, however, CONTRACTOR shall modify these hours of
- 4 operation in order to meet client needs. Additionally, CONTRACTOR agrees to provide access to its
- 5 clients twenty-four (24) hours per day, seven (7) days per week.

6           3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY's holiday

7 schedule, unless otherwise approved, in advanced and in writing, by ADMINISTRATOR.

8           B. INDIVIDUALS TO BE SERVED ~~– Seriously and persistently mentally ill adults eighteen (18)~~

9 ~~years or older and must be legally residing in COUNTY and otherwise eligible for public services under~~

10 ~~federal and state law.~~ The Adult Mental Health Enhanced Recovery ~~Full-Service-Partnership (FSP)~~

11 program ~~provider~~ shall provide services to consumers from two distinct populations and referral sources-

12 ~~and~~ ADMINISTRATOR will serve as a principal gatekeeper to potential clients with one (1) or more of

13 the following conditions:

14           1. The first population to be served are consumers who may be on ~~Lanterman-Petris-Short~~

15 ~~(LPS)~~ LPS conservatorship currently residing in IMDs and former IMD consumers who currently reside

16 in Residential Care facilities who, given the opportunity, could regain control of their independence and

17 achieve enhanced recovery.

18           2. The second population will be referred by the Public Defender's Office and are consumers

19 charged with misdemeanor offenses but are of questionable competence to stand trial. Most common

20 offense types where this occurs are trespass or restraining order violations.

21           C. PROGRAM SERVICES - CONTRACTOR's program shall include, but not be limited to the

22 following services under the provision of ~~Full-Service-Partnership Services~~ Enhanced Recovery FSP

23 services:

24           1. Crisis Intervention and Management Services: Emergency response services enabling the

25 client to cope with the crisis while maintaining his/her functioning status within the community and aim

26 at preventing further decompensation. This may include assessment for involuntary hospitalization.

27 This service must be available twenty-four (24) hours per day, seven (7) days per week.

28           2. Medication Support Services: Evaluate need for medication, clinical effectiveness, side

29 effects of medication and obtaining informed consent.

30           a. Medication education shall be provided including discussing risks, benefits and

31 alternatives with the clients or significant support persons.

32           b. Plan development related to decreasing impairments, delivery of services, evaluation of

33 the status of the client's community functions, prescribing, dispensing and administering psychotropic

34 medications shall be discussed with the client and documented.

35           3. Dual Diagnosis Services: Follows a program that uses a stage-wise treatment model that is

36 non-confrontational, follows behavioral principles, considers interactions between mental illness and

37 substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse

1 research has strongly indicated that to recover fully, a consumer with co-occurring disorder needs  
2 treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis  
3 services integrate assistance for each condition, helping people recover from both in one setting at the  
4 same time.

5 4. Vocational and Educational Services: As part of the continuum of recovery it is important  
6 that members develop an “identity” other than that of a mental health consumer; towards this end  
7 members will be supported in exploring a full range of opportunities, including but not limited to,  
8 volunteer opportunities, part-time/full-time work, supported employment, competitive employment and  
9 educational opportunities. CONTRACTOR’s staff shall have a dedicated Vocational/Educational  
10 Specialist to assist enrolled members with these services.

11 a. Educational Services: Clients may engage in a number of activities, such as General  
12 Education Degree (~~GED~~) preparation, linkage to colleges, vocational training adult schools. Peers may  
13 be used as teachers' aides to ease the anxiety of a new client returning to continue educational goals.

14 b. Pre-Vocational Groups: Clients may engage in pre-vocational groups that assist clients  
15 in determining their skills, interests, values, and realistic career goals. Individual treatment plans are  
16 developed and implemented with assistance in the following areas: career exploration, identification of  
17 personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job  
18 placement, job retention, and symptom management in the workplace. These and other vocationally  
19 related topics shall be offered on a rotating basis to the members. The intent of these structured learning  
20 experiences is to actively involve members in identifying and developing their own positive work  
21 identities. From pre-vocational training, members are assisted and encouraged in beginning work in the  
22 community. The focus of the program is to find employment settings that match the members’ interests,  
23 abilities, aptitudes, strengths and individualized goals.

24 c. Job Coaching/Developing: A Job Coach/Developer is to assist clients in the  
25 exploration of various career options as well as actively strategizing collaborative relationships in the  
26 private and public sector to create job opportunities for members. This position will work closely with  
27 management staff and the Data Analyst to explore and implement evidence-based best practices in this  
28 area.

29 5. Family and Peer Support Services:

30 a. Connection to community, family and friends is a critical element to recovery and shall  
31 be an integral part of CONTRACTOR’s services. The PSCs will work to include client's natural support  
32 system in treatment and services and peers will be hired as Peer Recovery Specialists to assist members  
33 in their recovery.

34 b. Supportive Socialization and Meaningful Community roles. Provide client directed  
35 services that will assist clients in their recovery, self-sufficiency and in seeking meaningful life activities  
36 and relationships.

37 6. Transportation Services: These services may include, but not be limited to: provision of



1 bus tickets; transportation to appointments deemed necessary for the client care; or transportation for  
2 emergency psychiatric evaluation or treatment.

3 7. Money Management/Representative Payee Support Services:

4 CONTRACTOR shall designate a bonded Representative Payee Services to provide money management  
5 services to those consumers who cannot manage their finances.

6 8. On-call Services: Clinicians must be available twenty-four (24) hours per day, seven (7)  
7 days per week for intensive case management and crisis intervention for enrolled clients.

8 9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall designate ~~a Benefits~~  
9 ~~Specialist~~ an individual to access financial benefits and/or entitlements, or other needed community  
10 services for eligible individuals.

11 10. Housing Services: This service category includes linkage and placement services, which  
12 involve the assessment, determination of need and securing of adequate and appropriate living  
13 arrangements through a variety of supportive housing services in a safe secure environment that is  
14 appropriate for the client population. Strategies may vary and options such as transitional or respite  
15 housing may be indicated in the initial stages, whereas permanent supportive housing or independent  
16 housing is the long-term goal. Temporary housing, such as a motel or other temporary shelter, is not  
17 required during the initial assessment phase of a client (pre-enrollment) and utilization of this type of  
18 housing during the assessment phase should be on a case by case basis. If it is determined that  
19 temporary housing is needed, CONTRACTOR should use their best judgment to meet the client's needs.  
20 CONTRACTOR shall notify ADMINISTRATOR the next business day of such occurrences. All  
21 Housing options provided by a ~~Full Service Partnership Program~~ FSP must meet minimal requirements  
22 set by the ~~County of Orange~~ COUNTY's MHPA Coordination Office and outlined in the Policy Manual  
23 for Adult and Older Adult FSP Programs. CONTRACTOR's staff shall include a Housing Specialist to  
24 provide housing services to all enrolled members. Housing services may include:

25 a. Emergency Housing - Immediate shelter for critical access for individuals who are  
26 homeless or have no other immediate housing options available. Emergency housing is a time-limited  
27 event and shall only be utilized until a more suitable housing arrangement can be secured. Emergency  
28 housing is not required during the initial assessment phase of a client (pre-enrollment) unless approved  
29 in advance by ADMINISTRATOR.

30 b. Motel Housing - For those who may be unwilling or are inappropriate for a shelter, or  
31 when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and  
32 shall only be utilized as a last resort until a more appropriate housing arrangement can be secured.  
33 Motel housing is not required during the initial assessment phase of a client (pre-enrollment) unless  
34 approved in advance by ADMINISTRATOR. Pre-purchase of motel rooms shall be in accordance with  
35 CONTRACTOR's ~~policies and procedures~~ P&P, as identified in ~~subparagraph VIII.F.1. below~~ the  
36 Responsibilities Paragraph of this Exhibit A.

37 c. Transitional Housing - For individuals who will benefit from an intermediate step

1 between shelter and permanent housing. Transitional housing is generally time-limited, up to eighteen  
 2 (18) months, and provides structures and programming in the context of housing such as Board and Care  
 3 or Room and Board. Providers may look into housing options such as master leasing.

4 d. Permanent Housing - Allows residents to have their own unit or bedroom. Residential  
 5 Treatment Program and sober living as a housing option must be available for consideration when  
 6 appropriate to provide the member with the highest probability of success towards recovery.

7 11. Peer-Run Center - CONTRACTOR shall operate a Peer-run Center. This center will be  
 8 located at the program site and will provide an opportunity for clients to develop organizational, social  
 9 and leadership skills as they design a program that meets consumer needs. All activities and groups  
 10 offered are designed and run by clients enrolled in CONTRACTOR's FSP. CONTRACTOR shall offer  
 11 a variety of groups based on client interest and need and may include, but not be limited to: Men's and  
 12 Women's Groups, Relapse Prevention, Dual Recovery, AA/NA, Life and Skills Building, Speaker  
 13 Meetings, etc.

14 12. Meaningful Community Roles – CONTRACTOR shall assist each member to find some  
 15 meaningful role in his/her life that is separate from the mental illness. The person needs to see himself  
 16 or herself in “normal” roles such as employee, son, mother and neighbor. CONTRACTOR shall work  
 17 with each member to join the larger community and interact with people who are unrelated to the mental  
 18 illness.

19 13. Intensive Case Management Service – CONTRACTOR shall provide Intensive case  
 20 management which ~~will~~shall include a smaller caseload size, team management, an emphasis on  
 21 outreach, and an assertive approach to maintaining contact with clients.

22 D. Program Specific Services – Enhanced Members

23 1. Shall coordinate members' needs and services with the Residential Rehabilitation providers  
 24 while the clients are residing in Residential Rehabilitation facilities.

25 2. Shall coordinate engagement services and placement of clients into the FSP with  
 26 ~~County~~ADMINISTRATOR assigned staff once clients are identified and are ready to be discharged from  
 27 an IMD or ~~MHRC~~ ~~—need definition for~~ MHRC.

28 3. Develop transition groups for members who are coming from an IMD or MHRC that details  
 29 the expectations of the FSP, the responsibilities of the members, FSP, and other partners involved in the  
 30 members' recovery, and the ultimate goal of community integration and graduation.

31 4. Shall have monthly meetings with ~~County assigned staff~~ADMINISTRATOR to review  
 32 members' progress and share information such as housing status, group attendance, medication  
 33 compliance, hospitalization, and progress towards Recovery.

34 E. Program Specific Services – Court ~~Services~~Members

35 1. Shall coordinate services within the guidelines set forth by the Court.

36 2. Shall work in a collaborative and create a culture and environment that ~~will~~shall involve all  
 37 interested parties such as but not limited to the Court, ~~County Staff~~ADMINISTRATOR, and the various

1 housing operators.

2 3. Shall perform three (3) scheduled and one (1) unscheduled drug testing each month and  
3 report any unfavorable findings to the Court.

4 4. Shall assist members in making their scheduled ~~C~~ourt dates and in some instances,  
5 attending Court hearings with the members.

6 5. Develop transition groups for members that detail the expectations of the Court, the  
7 responsibilities of the members, FSP, and other partners involved in the members' recovery, and the  
8 ultimate goal of community integration and graduation.

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

## 11 **V. COLLABORATION REQUIREMENTS**

13 A. Coordination ~~will~~shall be required with the ~~County Adult Mental Health Services (AMHS)~~  
14 ~~staff, Public Guardians Office~~ ADMINISTRATOR, Public Guardian's Office, Collaborative Courts,  
15 designated ~~Board and Care~~ Residential Rehabilitation operators, long-term care facilities, and other  
16 providers, and ~~other~~ community resources.

17 B. Ongoing collaboration ~~will~~shall be required with a variety of stakeholders involved with  
18 individual consumers, including family members and significant others; employers; ~~County of~~  
19 ~~Orange~~ COUNTY departments and agencies, such as, but not limited to Collaborative Courts, Public  
20 Guardian, and ~~Lanternman-Petris-Short~~ LPS staff.

21 C. Key Elements of collaboration in ~~the Adult FSP~~ this program ~~will~~shall include, but are not  
22 limited to, the following:

23 1. Engagement – ~~will~~shall be conducted by ~~AMHS staff~~ CONTRACTOR through  
24 collaboration with ~~Public Administrator/Public Guardian (PA/PG)~~, IMDs, MHRC, and Residential  
25 ~~Care~~ Rehabilitation providers.

26 a. ~~County~~ ADMINISTRATOR Role: Support Engagement, conducts eligibility  
27 determination, and approves pre-enrollment for all consumers who enter the program.

28 b. ~~FSP~~ CONTRACTOR Role: The ~~FSP will~~ CONTRACTOR shall design, coordinate  
29 activities, engage in outreach activities, and ~~will~~shall ensure that those engaged through outreach are  
30 assessed and, once enrolled, assigned a ~~Personal Service Coordinator, PSC~~. The ~~FSP~~  
31 ~~will~~ CONTRACTOR shall be required to ~~begin collecting~~ collect data for ~~CAMINAR~~ entry into an  
32 approved data collection system.

33 2. Personal Service Coordination – The ~~Adult FSP will~~ CONTRACTOR shall utilize ~~Personal~~  
34 ~~Service Coordinators (PSCs)~~ who ~~will~~shall provide primary support, facilitate the development of a  
35 person-centered recovery plan, and coordinate the access of supports and services necessary to support  
36 the consumer to achieve the goals of his/her recovery plan.

37 a. ~~County~~ ADMINISTRATOR Role: ~~AMHS staff will~~ ADMINISTRATOR shall provide

1 support to ~~Contractor's Personal Service Coordinators~~ CONTRACTOR's PSCs with available  
2 County COUNTY resources and act as a liaison with PA/PG.

3 b. ~~Contractor~~ CONTRACTOR Role: ~~The Contractor will~~ CONTRACTOR shall provide  
4 culturally sensitive personal service coordination ~~to all FSPs~~ in English, Spanish, Vietnamese, and Farsi.  
5 ~~PSCs will~~ CONTRACTOR shall work with the County COUNTY or other interpreters for other  
6 languages as needed. Direct capacity to conduct culturally and linguistically appropriate outreach and to  
7 serve consumers in other Asian languages and ~~American Sign Language (ASL)~~ ASL is highly desirable.

8 3. Integrated Service Team ~~(IST)~~: Each PSC ~~will~~ shall be supported by an ~~Adult~~  
9 IST Integrated Service Team that ~~will~~ shall include County ADMINISTRATOR and  
10 ~~Contractor~~ CONTRACTOR staff. The ~~IST will~~ Integrated Service Team shall meet at least weekly to  
11 coordinate supports, problem solve, and develop exit strategies/discharge planning. The ~~IST~~  
12 ~~will~~ Integrated Service Team shall be available to all consumers on a twenty-four (24)-hour per  
13 day/seven (7) days per week basis. The identified Residential Rehabilitation providers ~~will~~ shall also  
14 participate on the ~~IST~~ Integrated Service Team.

15 a. County ADMINISTRATOR Role: ~~AMHS nurse and eligibility and~~  
16 ~~clinical~~ ADMINISTRATOR staff ~~will~~ shall participate on the ~~IST~~ Integrated Service Team.

17 b. Contractor Role: The Contractor ~~will~~ shall facilitate the ~~IST~~ Integrated Service Team.  
18 All service-provision staff ~~will~~ shall participate on the ~~IST~~ Integrated Service Team.

19 D. Residential Rehabilitation Facilities are an integral component of this program and ~~will~~ shall be  
20 part of the collaborative team to include ~~County LPS Staff, FSP Staff~~ ADMINISTRATOR,  
21 CONTRACTOR, and Residential Care Staff. This collaborative team ~~will~~ shall review all cases before  
22 accepting from IMD and discuss needs, supports, areas of risk and work as a single unit in strategizing  
23 and implementing the services necessary to allow the new member the best opportunity to succeed.

24 E. This ~~FSP will~~ program shall also call for collaborative partnership with County  
25 ~~staff~~ ADMINISTRATOR who will be assigned to work as liaison between the Collaborative Court and  
26 the ~~FSP Program~~ CONTRACTOR on the referral of misdemeanor offenders found to be of questionable  
27 competency to assist in their own defense. ~~County staff~~ ADMINISTRATOR will be the liaison between  
28 the Collaborative Court and ~~FSP~~ CONTRACTOR. This collaborative court will model after the ten  
29 components of Drug Court.

30 F. Discharge of consumers from the program ~~will~~ shall be determined by the consumers' movement  
31 along the recovery continuum and ~~will~~ shall be a coordinated effort between the  
32 AMHS ADMINISTRATOR and ~~FSP staff~~ CONTRACTOR.

33 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
34 ~~subparagraph V. above~~ the Collaboration Requirements Paragraph of this Exhibit A to the Agreement.

35 //

## VI. STAFFING

1  
2 A. CONTRACTOR shall ~~establish a written Code of Conduct for employees, volunteers, interns,~~  
3 ~~and members of the Board of Directors which will include, but not be limited to, standards related to the~~  
4 ~~use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and~~  
5 ~~conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the~~  
6 ~~Board of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set~~  
7 ~~forth in the Code of Conduct.~~

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

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

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

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

27 ~~— F. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to~~  
28 ~~adjust the staffing requirements described in this paragraph.~~

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

1	PROGRAM	FTE
2	Regional Director	0.50
3	Program Director/Administrator	1.00
4	Clinical Director	1.00
5	Business Office Manager	1.00
6	Regional IS Business Specialist	0.13
7	Employee Relations Manager	0.25
8	Data Mining and Analysis Specialist	1.00
9	Billing Specialist	2.00
10	Administrative Assistant/Receptionist/Human Resources Clerk	1.00
11	Medical Records Clerk	1.00
12	Driver	1.00
13	<del>Personal Serv. Coordinator I</del> <u>IPSC I</u>	3.00
14	<del>Personal Serv. Coordinator II</del> <u>IPSC II</u>	4.00
15	Team Leader	1.00
16	Housing Specialist	1.00
17	Education/Employment Specialist	1.00
18	Peer Support Specialist	1.00
19	Licensed Vocational Nurse	1.00
20	Psychiatrist (Subcontractor)	<u>0.75</u>
21	TOTAL CONTRACT FTEs	22.63

24 B. All staff are responsible for their assigned job duties with Clinical Supervisor and Program  
 25 Director having ultimate responsibility.

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

33 D. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a  
 34 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
 35 shall maintain documents of such efforts which may include; but not be limited to: records of  
 36 participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies  
 37 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to

1 enhance accessibility for, and sensitivity to, individuals who are physically challenged.

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

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

7 G. WORKLOAD STANDARDS

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

10 ~~H. WORKLOAD STANDARDS~~

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

13 ~~2. The CONTRACTOR shall provide an average of one hundred (100) DSHs per month per~~  
 14 ~~FTE, or one thousand two hundred (1,200) DSHs per year per FTE, or as agreed upon productivity~~  
 15 ~~levels of direct clinician time which shall include mental health, case management, crisis intervention~~  
 16 ~~and medication support services which are inclusive of both billable and non-billable services.~~

17 ~~3. CONTRACTOR shall, during the term of~~ Mental Health, Case Management, Crisis  
 18 Intervention, and Medication Management Services. One (1) DSH shall be equal to one (1) hour.  
 19 CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to  
 20 exceed this minimum.

21 3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of eleven  
 22 thousand seven-hundred (11,700) direct service hours for client related services, with a minimum of two  
 23 thousand one-hundred (2,100) hours of medication support services and nine thousand six-hundred  
 24 (9,600) hours of other mental health, case management and/or crisis intervention services as outlined  
 25 below.

26 4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and five  
 27 (105) clients throughout the term of this Agreement. The make-up of the clients shall be as follows:  
 28 eighty (80) clients from referred from HCA/LPS ADMINISTRATOR who have a history in IMDs or in  
 29 long term residential care facilities and twenty-five (25) clients referred from the Orange  
 30 County COUNTY Courts. CONTRACTOR understands and agrees that this is a minimum requirement  
 31 and shall make every effort to exceed this minimum.

32 I. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as  
 33 stated in California Code of Regulations CCR: Title 9 - Rehabilitative and Developmental Services,  
 34 Division 1 - Department of Mental Health DHCS.

35 ~~J//~~

36 I. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in recovery.  
 37 These individuals shall not be currently receiving services directly from CONTRACTOR.

1 Documentation may include, but not be limited to, the following: records attesting to efforts made in  
 2 recruitment and hiring practices and identification of measures taken to enhance accessibility for  
 3 potential staff in these categories.

4 ~~KJ.~~ A limited number of clinical staff shall be qualified and designated by COUNTY to perform  
 5 evaluations pursuant to Section 5150, ~~Welfare and Institutions Code~~ WIC.

6 ~~LK.~~ CONTRACTOR may augment ~~the above~~ paid staff with volunteers or interns upon written  
 7 approval of ADMINISTRATOR.

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

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

18 3. ~~Student Volunteer and student~~ intern services shall not comprise more than twenty percent  
 19 (20%) of total services provided.

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

24 ~~NM.~~ CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
 25 ~~subparagraph VI. above~~ the Staffing Paragraph of this Exhibit A to the Agreement.

## 27 **VII. REPORTS**

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

### 31 B. FISCAL

32 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
 33 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,  
 34 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described  
 35 in the Services ~~p~~Paragraph of this Exhibit A to this Agreement. Such reports will also include actual  
 36 productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no  
 37 later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must



1 request in writing any extensions to the due date of the monthly required reports. If an extension is  
2 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

10 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
11 These reports ~~will~~shall be on a form acceptable to, or provided by, ADMINISTRATOR and ~~will~~shall, at  
12 a minimum, report the actual FTEs of the positions stipulated in the Staffing ~~sub~~Paragraph of this  
13 Exhibit A to the Agreement, staff hours worked by position, DSH provided by position, case load by  
14 position, and ~~will~~shall include the employees' names, licensure status, bilingual and bicultural  
15 capabilities, budgeted monthly salary, actual salary, and hire and/or termination date, and any other  
16 pertinent information as may be required by ADMINISTRATOR. The reports will be received by  
17 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being  
18 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) calendar days following the end of the month/quarter  
23 being reported unless otherwise specified. ~~On a monthly basis, CONTRACTOR shall report~~ Mental  
24 Health Programmatic reports will include the following ~~information to ADMINISTRATOR:~~

- 25 ~~1~~ 1 a. Report of placement and movement of consumers along the continuum of services  
26 using guidelines for monthly report;
- 27 ~~2~~ 2 b. Number of 5150 participants;
- 28 ~~3~~ 3 c. Voluntary and involuntary hospitalizations;
- 29 ~~4~~ 4 d. Special incidences;
- 30 ~~5. Vocational~~ 5. Vocational e. Individuals and days in vocational and educational programs;
- 31 ~~6~~ 6 f. Direct service hours by staff;
- 32 ~~7~~ 7 g. Chart compliance;
- 33 ~~8~~ 8 h. Number of referrals and reasons why clients have been discharged from the program;
- 34 ~~9~~ 9 i. Staff changes;
- 35 ~~10~~ 10 j. Status of licenses and/or certifications;
- 36 ~~11~~ 11 k. Changes in population served and reasons for any such changes;
- 37 ~~12~~ 12 l. Any additional pertinent facts or interim findings related to the program or the

1 consumers; ~~and~~

2 ~~13~~ m. Updates on the progression towards data driven goals as well as the  
3 implementation of EBPs; and

4 n. Description of CONTRACTOR's progress in implementing the provisions of this  
5 Agreement; ~~and~~

6 2. CONTRACTOR shall state whether ~~it~~ the program is or is not progressing satisfactorily in  
7 achieving all the terms of this Agreement, and if not, ~~will~~ shall specify what steps will be taken to  
8 achieve satisfactory progress.

9 E. PERFORMANCE OUTCOME OBJECTIVES - On a quarterly basis, CONTRACTOR shall  
10 report the Performance Outcome Objectives as outlined in ~~s~~ Subparagraph VIII.G.F.1. through  
11 VIII.G.F.8. of this Exhibit A.

12 F. DATA CERTIFICATION - CONTRACTOR shall certify the accuracy of their outcome data.  
13 Outcome data entered into ~~the CAMINAR~~ an approved data collection system that is or will be  
14 compatible with the ADMINISTRATOR's EHR and submitted to the ~~County of Orange~~ COUNTY  
15 detailing the ~~Partnership Assessment Form (PAF), Quarterly Assessment (3M's), Key Event Tracking~~  
16 ~~(KET)~~ data and complete client database must be certified with the submission of their monthly data.  
17 Submissions shall be uploaded to an approved File Transfer Protocol site and include two files. The first  
18 shall be an Access database; the second shall be a XML formatted file for submission to the State DCR.

19 1. CONTRACTOR shall ensure that all staff is knowledgeable of the data reports available  
20 from ~~the CAMINAR program~~ their approved data collection system and how to utilize them to ensure  
21 accuracy of the data.

22 2. CONTRACTOR is required to review the dataset and certify its accuracy on a Certification  
23 of Accuracy of Data form. It is recommended that the review of the "Domain Status Changes" process  
24 be part of CONTRACTOR's supervisory weekly staff meeting.

25 3. In the event there are inaccuracies in the data, they must be corrected immediately.  
26 CONTRACTOR shall inform the ~~Orange County~~ Adult and Older Adult ~~FSP Coordination~~  
27 ~~Office~~ Performance Outcome Department as well as the ADMINISTRATOR of the inaccuracies they  
28 have identified and corrected, and if the data was already sent to the ~~County~~ COUNTY. If corrections  
29 were made after the original submission date a revised Certification of Accuracy of Data form is  
30 required.

31 4. CONTRACTOR shall ensure that Data Certification is completed by the ~~tenth~~ (10th) day of  
32 each month for the data covering the previous month. A completed Certification of Accuracy of Data  
33 form must be faxed then mailed to the ~~Orange County~~ COUNTY's Adult and Older Adult FSP  
34 Coordination Office.

35 G. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make  
36 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as  
37 they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information

1 requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

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

6 ~~I. CONTRACTOR~~ and ADMINISTRATOR may mutually agree, in writing, to modify  
 7 ~~subparagraph VII. above.~~ the Reports Paragraph of this Exhibit A to the Agreement.

8 //

## 9 **VIII. RESPONSIBILITIES**

10 A. CONTRACTOR shall ensure that all staff completes the COUNTY's Annual Provider Training  
 11 and Annual Compliance Training.

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

16 ~~1C.~~ CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all  
 17 Policies and Procedures (P&P)-&Ps. CONTRACTOR shall provide signature confirmation of the P&P  
 18 training for each staff member and placed in their personnel files.

19 ~~2. CAMINAR Data Analyst/Outcome Specialist Responsibilities~~ ~~Each FSP shall have an~~  
 20 ~~identified individual who shall:~~

21 ~~a. Review the CAMINAR database for accuracy and to ensure that each field is~~  
 22 ~~completed;~~

23 ~~b. Develop processes to ensure that all required data forms are completed and updated~~  
 24 ~~when appropriate;~~

25 ~~c. Review CAMINAR reports to identify trends, gaps and quality of care;~~

26 ~~d. Submit monthly CAMINAR reports to ADMINISTRATOR by the tenth (10th) of every~~  
 27 ~~month for review and return within two (2) weeks with identified corrections; and~~

28 ~~e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is~~  
 29 ~~correct.~~

30 ~~3. CONTRACTOR shall utilize the COUNTY Pharmacy Benefits Manager to supply~~  
 31 ~~medications for unfunded clients.~~

32 ~~4. All staff are responsible for their assigned job duties with Clinical Supervisor and Program~~  
 33 ~~Director having ultimate responsibility.~~

34 ~~B. Quality Improvement (QI) Responsibilities~~ ~~Each FSP shall have an identified individual who~~  
 35 ~~shall:~~

36 ~~1. Complete one hundred percent (100%) audits of client charts regarding clinical~~  
 37 ~~documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart~~

1 ~~compliance;~~

2 ~~2. Provide clinic direction and training to PSCs on encounter documents and treatment plans;~~

3 ~~3. Become a certified reviewer by the COUNTY's Quality Improvement and Program~~  
4 ~~Compliance (QIPC) unit;~~

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

6 ~~5. Coordinate with in-house clinicians, medical director and/or nurse regarding client~~  
7 ~~treatment issues, professional consultations, or medication evaluations;~~

8 ~~6. Review and approve all quarterly logs submitted to COUNTY, i.e., medication monitoring,~~  
9 ~~second opinion and request for change of provider; and~~

10 ~~7. Participate in program development and interact with other staff regarding difficult cases~~  
11 ~~and psychiatric emergencies.~~

12 ~~C. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:~~

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

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

19 ~~3. Weekly meetings with AMHS Program staff to review program related issues;~~

20 ~~4. Quarterly All FSP meetings;~~

21 ~~5. Quarterly Quality Improvement Committee (QIC) meetings; and~~

22 ~~6. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY~~  
23 ~~administrative staff.~~

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

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

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

33 1. ~~FLEXIBLE FUNDS~~

34 a. ~~CONTRACTOR shall develop a Policy and Procedure P&P, or revise an the existing~~  
35 ~~Policy and Procedure, P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than~~  
36 ~~twenty (20) calendar days from the start of this Agreement. ADMINISTRATOR and CONTRACTOR~~  
37 ~~shall finalize and approve the Policy and Procedure P&P, in writing, no later than thirty (30) days from~~

1 the start of this Agreement. If the Flexible Funds ~~Policy and Procedure~~ P&P has not been approved  
 2 after thirty (30) days from the start of this Agreement, any subsequent Flexible Funds expenditures may  
 3 be disallowed by ADMINISTRATOR.

4 ab. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and  
 5 appropriate for the treatment of client's mental illness and overall quality of life.

6 bc. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form  
 7 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR's  
 8 monthly Expenditure and Revenue Report.

9 ed. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of  
 10 the approved Flexible Funds ~~Policy and Procedure (P&P)~~ P&P. CONTRACTOR will provide signature  
 11 confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds  
 12 for a client.

13 de. CONTRACTOR shall ensure the Flexible Funds ~~Policy and Procedure~~ P&P will  
 14 include, but not be limited to, the following:

15 e- 1) Purpose for which Flexible Funds are to be utilized. This shall include a  
 16 description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of  
 17 Flexible Funds shall be individualized according to client's needs. Include a sample listing of certain  
 18 expenditures that are allowable, unallowable, or require discussion with ~~COUNTY Program staff and/or~~  
 19 ~~Contract Administrator~~ ADMINISTRATOR;

20 f- 2) Identification of specific CONTRACTOR staff designated to authorize Flexible  
 21 Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds.  
 22 This may include procedures for check requests/petty cash, or other methods of access to these funds;

23 g- 3) Identification of the process for documenting and accounting for all Flexible Funds  
 24 expenditures, which shall include, but not be limited to, retention of comprehensible source  
 25 documentation such as receipts, copy of client's lease/rental agreements, general ledgers needs  
 26 documented in client's master treatment plans;

27 h- 4) Statement indicating that Flexible Funds may be utilized when other community  
 28 resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a  
 29 timely manner, or are not appropriate for a client's situation. PSCs will assist clients in exploring other  
 30 available resources, whenever possible, prior to utilizing Flexible Funds;

31 i- 5) Statement indicating that no single Flexible Funds expenditure, in excess of \$1,000,  
 32 shall be made without prior written approval of ADMINISTRATOR. In emergency situations,  
 33 CONTRACTOR may exceed the \$1,000 limit, if appropriate and justified, and shall notify  
 34 ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs  
 35 and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe  
 36 may result in disallowance of the expenditure;

37 j- 6) Statement that pre-purchases shall only be for food, transportation, clothing and

1 motels, as required and appropriate;

2 ~~k.~~ 7) Statement indicating that pre-purchases of food, transportation and clothing  
3 vouchers and/or gift cards shall be limited to a combined, \$5,000 supply on-hand at any given time and  
4 that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated  
5 CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than  
6 ~~twenty five (\$25) each;~~

7 ~~l.~~ twenty-five (\$25) each, unless otherwise approved in advance by ADMINISTRATOR in  
8 writing;

9 8) Statement indicating that pre-purchases for motels shall be on a case-by-case basis  
10 and time-limited in nature and only utilized while more appropriate housing is being located. Pre-  
11 purchase of motel rooms shall be tracked and logged upon purchase and disbursement;

12 ~~m.~~ 9) Statement indicating that Flexible Funds are not to be used for housing for clients  
13 that have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing,  
14 by ADMINISTRATOR;

15 ~~n.~~ 10) Statement indicating that Flexible Funds shall not be given in the form of cash to  
16 any clients either enrolled or in the outreach and engagement phase of the CONTRACTOR's program;  
17 and

18 ~~o.~~ 11) Identification of procedure to ensure secured storage and documented disbursement  
19 of gift cards and vouchers for clients, including end of year process accounting for gift cards still in staff  
20 possession.

## 21 2. DATA CERTIFICATION -

22 a. CONTRACTOR shall develop a ~~Policy and Procedure~~ P&P, or revise ~~an~~ the existing  
23 ~~Policy and Procedure~~ P&P, regarding Data Certification and submit to ADMINISTRATOR no later than  
24 twenty (20) calendar days from the start of ~~this~~ the Agreement.

25 ab. ADMINISTRATOR and CONTRACTOR shall finalize and approve the ~~Policy and~~  
26 ~~Procedure~~ P&P, in writing, no later than thirty (30) calendar days from the start of ~~this~~ the Agreement. If  
27 the Data Certification ~~Policy and Procedure~~ P&P has not been approved after thirty (30) days from the  
28 start of ~~this~~ the Agreement, the Certification of Accuracy of Data form cannot be submitted to, or accepted  
29 by COUNTY ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the  
30 terms and conditions of ~~this~~ the Agreement.

31 bc. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of  
32 the Data Certification ~~Policy and Procedure (P&P)~~ P&P. CONTRACTOR will provide signature  
33 confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews,  
34 or analyzes ~~CAMINAR~~ the data.

35 ~~G. PERFORMANCE OUTCOMES~~ d. CONTRACTOR shall have an  
36 identified individual who shall:

37 1) Review the approved data collection database for accuracy and to ensure that each

1 field is completed;

2 2) Develop processes to ensure that all required data forms are completed and updated  
3 when appropriate;

4 3) Review the approved data collection system reports to identify trends, gaps and  
5 quality of care;

6 4) Submit monthly approved data collection system reports to ADMINISTRATOR by  
7 the tenth (10th) of every month for review and return within two (2) weeks with identified corrections;  
8 and

9 5) Submit quarterly data to ADMINISTRATOR with verification that outcome data is  
10 correct.

11 6) CONTRACTOR will be responsible for ensuring monthly evaluation of members  
12 using MORS and entering the MORS data into approved data collection system. The rating for each  
13 individual member will be entered under the clinical assessment tools. It is expected that the rating for  
14 each member will be part of the review done by Program Directors prior to signing the Data  
15 Certification Form each month.

16 E. CONTRACTOR shall have an identified individual who shall:

17 1. Complete one hundred percent (100%) chart review of client charts regarding clinical  
18 documentation and insuring all charts are in compliance with medical necessity and Medi-Cal chart  
19 compliance;

20 2. Provide clinic direction and training to PSCs on encounter documents and treatment plans;

21 3. Become a certified reviewer by the ADMINISTRATOR's Quality Improvement and  
22 Program Compliance unit within six months of the start of the AGREEMENT;

23 4. Oversee all aspects of the clinical services of the recovery program;

24 5. Coordinate with in-house clinicians, medical director and/or nurse regarding client  
25 treatment issues, professional consultations, or medication evaluations;

26 6. Review and approve all quarterly logs submitted to ADMINSTRATOR, i.e., medication  
27 monitoring, second opinion and request for change of provider; and

28 7. Participate in program development and interact with other staff regarding difficult cases  
29 and psychiatric emergencies.

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

34 9. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and  
35 practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports,  
36 if available, and if applicable.

37 10. ADMINISTRATOR shall review client charts to assist CONTRACTOR in ensuring

1 compliance with ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.

2 11. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program  
3 to ensure compliance with workload standards and productivity.

4 12. ADMINISTRATOR shall review and approve all admissions, discharges from the program  
5 and extended stays in the program.

6 13. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

7 14. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ADMINISTRATOR  
8 P&Ps.

9 15. ADMINISTRATOR shall provide a written copy of all assessments completed on clients  
10 referred for admission.

11 F. CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and  
12 report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

13 1. CONTRACTOR shall track and monitor the number of clients receiving services (mental  
14 health services, intensive case management, housing, and vocational) through number of clients  
15 admitted and engaged into services.

16 2. CONTRACTOR shall track the number of days clients are hospitalized and work to reduce  
17 them through services provided in ~~this~~ Agreement.

18 ~~3.~~ CONTRACTOR shall track the number of days clients are incarcerated and work to reduce  
19 them through services provided in ~~this~~ Agreement.

20 4. CONTRACTOR shall track the number of days clients are homeless and living on the  
21 streets and work to reduce them through services provided in ~~this~~ Agreement.

22 5. CONTRACTOR shall track the number of clients gainfully employed and work to increase  
23 them through services provided in ~~this~~ Agreement.

24 6. One (1) through five (5) in this section are the outcome measures by which the effectiveness  
25 of your program will be evaluated. It is the responsibility of the provider to educate themselves with best  
26 practices and those associated with attainment of higher levels of recovery.

27 ~~H.~~ 7. CONTRACTOR shall ~~ensure that all staff complete~~ track the ~~County's Annual Provider~~  
28 ~~Training and Annual Compliance Training~~ number of clients at various stages on the MORS.

29 ~~I. COUNTY~~ 8. CONTRACTOR shall ~~provide, or cause~~ track the number of clients who  
30 ~~reach their employment goals and are successfully discharged~~ to ~~be provided, training and ongoing~~  
31 ~~consultation to CONTRACTOR's staff to~~ a lower level of care.

32 G. ADMINISTRATOR shall assist CONTRACTOR in ~~ensuring~~ ~~monitoring~~ CONTRACTOR's  
33 program to ensure compliance with ~~Health Care Agency (HCA) Standards of Care practices, policies~~  
34 ~~and procedures, documentation~~ workload standards and productivity.

35 H. CONTRACTOR shall attend meetings as requested by ADMINISITRATOR including but not  
36 limited to:

37 1. Case conferences, as requested by ADMINISTRATOR to address any ~~state regulatory~~



1 ~~requirements~~ aspect of clinical care.

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

6 3. Weekly meetings with ADMINISTRATOR to review program related issues;

7 4. Quarterly All FSP meetings;

8 5. Quarterly QIC meetings; and

9 6. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY

10 ~~— J~~ staff.

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

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

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

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

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

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

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

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

24 d. Token is malfunctioning.

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

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

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

32 ~~— L. CONTRACTOR will be responsible for ensuring monthly evaluation of members using the  
33 Milestones of Recovery Scale (MORS) and entering into CAMINAR. The rating for each individual  
34 member will be entered in CAMINAR under the clinical assessment tools. It is expected that the rating  
35 for each member will be part of the review done by Program Directors prior to signing the Data  
36 Certification Form each month.~~

37 ~~— M. CONTRACTOR shall obtain a National Provider Identifier (NPI) – The standard unique health~~

1 ~~identifier adopted by the Secretary of Health and Human Services under Health Insurance Portability and~~  
2 ~~Accountability Act (HIPAA) of 1996 for health care providers.~~

3 J. CONTRACTOR shall obtain a NPI.

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

6 2. CONTRACTOR, including each employee that provides services under ~~this~~ Agreement,  
7 will obtain a NPI upon commencement of ~~this~~ Agreement or prior to providing services under ~~this~~  
8 Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by  
9 ADMINISTRATOR, all NPI as soon as they are available. For purposes of this paragraph, any reference  
10 to employee means an employee of CONTRACTOR or an employee of subcontractor.

11 ~~NK.~~ CONTRACTOR shall provide the ~~NOTICE OF PRIVACY PRACTICES (NPP)~~ for the  
12 ~~County of Orange~~ COUNTY, as the ~~Mental Health Plan~~ MHP, at the time of the first service provided  
13 under ~~this~~ Agreement to individuals who are covered by Medi-Cal and have not previously received  
14 services at a ~~County~~ COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the  
15 NPP for the ~~County of Orange~~ COUNTY, as the ~~Mental Health Plan~~ MHP, to any individual who  
16 received services under ~~this~~ Agreement. \_\_\_\_\_

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

22 M. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded clients.

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

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

30 P. CONTRACTOR shall provide effective Administrative management of the budget, staffing,  
31 recording, and reporting portion of the ~~a~~ Agreement with the ~~County of Orange, including but not limited~~  
32 ~~to the following.~~ COUNTY. If administrative responsibilities are delegated to subcontractors, the  
33 ~~Contractor~~ CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity  
34 to perform all delegated responsibilities. These responsibilities include, but are not limited, to the  
35 following:

36 1. Designate the responsible position(s) in your organization for managing the funds allocated  
37 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~~  
~~Program Administrators~~ CONTRACTOR and ADMINISTRATOR; and
- 9 9. Act quickly to identify and solve problems.

10 ~~Q. COUNTY shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure~~  
 11 ~~compliance with workload standards and productivity.~~

12 ~~R. COUNTY shall review client charts to assist CONTRACTOR in ensuring compliance with~~  
 13 ~~HCA policies and procedures and Medi-Cal documentation requirements.~~

14 ~~S. COUNTY shall review and approve all admissions, discharges from the program and extended~~  
 15 ~~stays in the program.~~

16 ~~T. COUNTY shall monitor CONTRACTOR's completion of corrective action plans.~~

17 ~~U. COUNTY shall monitor CONTRACTOR's compliance with COUNTY Policies and~~  
 18 ~~Procedures.~~

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

21 ~~W. Q.~~ Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
 22 ~~subparagraph VIII. above~~ the Responsibilities Paragraph of this Exhibit A to the Agreement.

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