

1 AGREEMENT FOR PROVISION OF
2 MENTAL HEALTH PSYCHIATRIC SERVICES
3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 DONG IL LEE, M.D., INC.
7 JULY 1, ~~2010~~2012 THROUGH JUNE 30, ~~2012~~2014

8
9 THIS AGREEMENT entered into this 1st day of July ~~2010~~2012, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 DONG IL LEE, M.D., INC., a California Professional Corporation (CONTRACTOR). This Agreement
12 shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

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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 Mental Health Psychiatric Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2010~~2012 through June 30, ~~2012~~2014

"Period One" means the period from July 1, ~~2010~~2012 through June 30, ~~2011~~2013

"Period Two" means the period from July 1, ~~2011~~2013 through June 30, ~~2012~~2014

Maximum Obligation:

Period One Maximum Obligation:	\$1,232,134
Period Two Maximum Obligation:	<u>1,232,134</u>
TOTAL MAXIMUM OBLIGATION:	\$2,464,268

Basis for Reimbursement: Negotiated Amount

Payment Method: Negotiated 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: Dong Il Lee, M.D., Inc.
2412 North Mountain Avenue
Upland, CA 91784

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Comprehensive Commercial General Liability with —broad form Property damage and —contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
<u>Automobile Liability, including coverage</u> <u>for owned, non-owned and hired vehicles</u>	<u>\$1,000,000 per occurrence</u>
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	<u>Alcoholics Anonymous</u>
B. ABC	<u>Allied Behavioral Care</u>
C. ADL	<u>Activities of Daily Living</u>
D. AMA	<u>American Medical Association</u>
E. AMHI	<u>Adult Mental Health Indigent</u>
F. AMHS	<u>Adult Mental Health Services</u>
G. AOA	<u>American Osteopathic Association</u>
H. APA	<u>American Psychiatric Association</u>
I. ARRA	<u>American Recovery and Reinvestment Act</u>
J. ASO	<u>Administrative Service Organization</u>
K. ASRS	<u>Alcohol and Drug Programs Reporting System</u>
L. BBS	<u>Board of Behavioral Sciences</u>
M. BHS	<u>Behavioral Health Services</u>
N. CAT	<u>Centralized Assessment Team</u>
O. CCC	<u>California Civil Code</u>
P. CCR	<u>California Code of Regulations</u>
Q. CFR	<u>Code of Federal Regulations</u>
R. CHPP	<u>COUNTY HIPAA Policies and Procedures</u>
S. CHS	<u>Correctional Health Services</u>
T. CSW	<u>Clinical Social Worker</u>
U. CYS	<u>Child Youth Services</u>
V. D/MC	<u>Drug/Medi-Cal</u>
W. DCR	<u>Data Collection and Reporting</u>
X. DD	<u>Dual Disorders</u>
Y. DHCS	<u>Department of Health Care Services</u>
Z. DPFS	<u>Drug Program Fiscal Systems</u>
AA. DRS	<u>Designated Record Set</u>
AB. DSH	<u>Direct Service Hours</u>
AC. DSM-IV	<u>Diagnostic and Statistical Manual of Mental Disorders. 4th Edition</u>
AD. EBP	<u>Evidence-Based Practice</u>
AE. EHR	<u>Electronic Health Record</u>
AF. ETS	<u>Evaluation & Treatment Services</u>
AG. FAX	<u>Facsimile Machine</u>
AH. FSP	<u>Full Service Partnership</u>

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

1	BT. PSC	Personal Services Coordinator
2	BU. QI	Quality Improvement
3	BV. QIC	Quality Improvement Committee
4	BW. RN	Registered Nurse
5	BX. SRAS	Suicide Risk Assessment Standards
6	BY. SSI	Social Security Income
7	BZ. SSA	Social Services Agency
8	CA. TAR	Treatment Authorization Request
9	CB. TAY	Transitional Age Youth
10	CC. UMDAP	Universal Method of Determining Ability to Pay
11	CD. USC	United States Code
12	CE. WIC	State of California Welfare and Institutions Code
13	CF. WRAP	Wellness Recovery Action Plan
14	CG. XML	Extensible Markup Language

16 II. ALTERATION OF TERMS

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

23 III. ASSIGNMENT OF DEBTS COMPLIANCE

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

32 IV. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and~~

~~members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.~~

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

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

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

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

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

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

~~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,"² as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs~~and~~¹ 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 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

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

~~D. REIMBURSEMENT STANDARDS~~

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

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

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

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

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

~~1. 1. CONTRACTOR shall use its best efforts to encourage completion by Covered~~

1 Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1)
 2 designated representative to complete all Compliance Trainings when offered.

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

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

6 ~~3~~//

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

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

12 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
 13 ADMINISTRATOR’s Code of Conduct.

14 2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
 15 made aware of ADMINISTRATOR’s Code of Conduct.

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

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

22 5. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s Code of
 23 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be
 24 asked to acknowledge and agree to the ADMINISTRATOR’s Code of Conduct.

25 6. Upon approval of CONTRACTOR’s Code of Conduct by ADMINISTRATOR,
 26 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
 27 CONTRACTOR’s Code of Conduct.

28 7. If CONTRACTOR elects to adhere to ADMINISTRATOR’s Code of Conduct then
 29 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
 30 CONTRACTOR shall comply with ADMINISTRATOR’s Code of Conduct.

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

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

36 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
 37 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner

and are consistent with federal, state and county laws and regulations.

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

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

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

III.V. CONFIDENTIALITY

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

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

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

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

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

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

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

C.
CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. ~~=B.=~~ 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.

#

~~V.~~VII. EMPLOYEE ELIGIBILITY VERIFICATION

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

~~VI. EXPENDITURE AND REVENUE REPORT~~

VIII. EXPENDITURE REPORT

A. No later than sixty (60) calendar days following termination of each period or fiscal year ~~or termination~~ of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure ~~and Revenue~~ Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the procedure that is provided by ADMINISTRATOR and generally accepted accounting principles.

B. CONTRACTOR may be required to submit periodic Expenditure ~~Revenue~~ Reports throughout the term of the Agreement.

~~VII.~~IX. FACILITIES, PAYMENTS AND SERVICES

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

X. INDEMNIFICATION AND INSURANCE

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

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

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

D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is ~~agreed that CONTRACTOR~~ self-insured or shall maintain in force at all times during the term of this Agreement ~~a~~, the policy, or policies, of insurance covering its operations placed with reputable insurance companies in amounts as specified ~~on Page 3 of this Agreement~~ in the Referenced :

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

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

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

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

~~D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be mailed to COUNTY as referenced on Page 3~~ Provisions of this Agreement. Upon request by ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.

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

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

IX.XI. INSPECTIONS AND AUDITS

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

may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

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

C. AUDIT RESPONSE

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

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

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

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

~~X.XII.~~ LICENSES AND ~~LAW~~LAWS

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

B. The parties shall comply with all laws, rules or regulations applicable to the services provided

hereunder, as any may now exist or be hereafter amended or changed, except those provisions or application of those provisions waived by the Secretary of the Department of Health and Human Services. These laws, regulations, and requirements shall include, but not be limited to:

1. ~~State of California Welfare and Institutions Code (WIC)~~, Divisions 5, 6 ~~& 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 Clean Air Act (42 U.S.C.A. Section~~ USC, §114 and Section §§1857, et seq.), ~~the~~ Clean Air Act.
 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)~~ Letters;
 14. ~~Health Insurance Portability and Accountability Act (~~ 14. HIPAA ~~)~~, privacy rule,
- as it may exist now, or be hereafter amended, and if applicable.
15. ~~Office of Management and Budget (OMB)~~ Circulars A-87, A-89, A-110, A122, ~~and A-133.~~

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

- a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;
- b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
- c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;
- d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by ~~subparagraphs~~ Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state

employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

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

~~XII.~~XIII. 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.

~~XII.~~XIV. MAXIMUM OBLIGATION

The Total Maximum Obligations of COUNTY for services provided in accordance with this Agreement ~~during~~ and the separate Maximum Obligations for Period One and Period Two are as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

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

1 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

11 B. SERVICES, BENEFITS, AND FACILITIES — CONTRACTOR shall not discriminate in the
12 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
13 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
14 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with
15 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
16 (42 ~~U.S.C.A.~~ USC §2000d); the Age Discrimination Act of 1975 (42 ~~U.S.C.A.~~ USC §6101); and Title 9,
17 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
18 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
19 regulations, as all may now exist or be hereafter amended or changed.

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

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

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

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

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

1 CONTRACTOR either orally or in writing.

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

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

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

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

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

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

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

25 ~~XIV.XVI.~~ NOTICES

26 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
27 authorized or required by this Agreement shall be effective:
28

29 1. When written and deposited in the United States mail, first class postage prepaid and
30 addressed as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement or as
31 otherwise directed by ADMINISTRATOR;

32 2. When faxed, transmission confirmed;

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

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

36 B. Termination Notices shall be addressed as specified ~~on Page 3~~ in the Referenced Contract
37 Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective

when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

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

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

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

#

~~XV.~~XVII. NOTIFICATION OF DEATH

A. NON-TERMINAL ILLNESS DEATH

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

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

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

B. TERMINAL ILLNESS DEATH

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

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

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~~XVI. NOTICES~~ XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

~~XVII. RECORDS~~ XIX. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

~~F. CONTRACTOR shall 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).~~

F. 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.~~

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

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

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

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

~~XVIII.~~ XX. **SEVERABILITY**

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

~~XIX.~~ XXI. **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.

~~XX.~~ XXII. **TERM**

The term of this Agreement shall commence and terminate as specified ~~on Page 3~~ 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.

~~XXI.~~**XXIII. TERMINATION**

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

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

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

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

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified ~~on Page 3~~ in the Referenced Contract Provisions of ~~the~~this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of ~~the~~this Agreement.

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

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

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

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

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

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

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

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

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

25 ~~XXII.~~ **XXIV. THIRD PARTY BENEFICIARY**

26 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
27 including, but not limited to, any subcontractors or any clients provided services hereunder.
28

29 ~~XXII.~~ **XXV. WAIVER OF DEFAULT OR BREACH**

30 Waiver by COUNTY by either party of any default by CONTRACTOR shall not be considered a
31 waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any
32 provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by
33 COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the
34 terms of this Agreement.
35

36 //
37

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

3
4 DONG IL LEE, M.D. INC.

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10 ~~BY: _____ DATED: _____~~

11
12 ~~TITLE: _____~~

13
14 COUNTY OF ORANGE

15
16 BY: _____ DATED: _____

17 HEALTH CARE AGENCY

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

23
24 ~~_____ DATED: _____~~

25 ~~— DARLENE J. BLOOM~~

26 ~~— Clerk of the Board of Supervisors~~

27 ~~— Orange County, California~~

28 APPROVED AS TO FORM:

29 OFFICE OF THE COUNTY COUNSEL

30 ORANGE COUNTY, CALIFORNIA

31
32 BY: _____ DATED: _____

33 DEPUTY

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
MENTAL HEALTH PSYCHIATRIC SERVICES
BETWEEN
COUNTY OF ORANGE
AND
DONG IL LEE, M.D. INC.
JULY 1, ~~2010~~2012 THROUGH JUNE 30, ~~2012~~2014

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 the Agreement.

A. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into the COUNTY's 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. ADL means diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

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

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

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

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.

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

G. Data Collection System means software designed for collection, tracking and reporting outcomes data for clients enrolled in the FSP Programs.

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

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

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

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

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

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

I. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of clients and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to

the client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

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

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

L. Client or Consumer means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Agreement, who experiences chronic mental illness.

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

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

O. Diagnosis means the definition of the nature of the client's disorder. When formulating the diagnosis of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the APA. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

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

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

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

S. FSP

1. A FSP means a type of program described by the State in the requirements for the COUNTY plan for use of MHSA funds and which includes clients being a full partner in the development and implementation of their treatment plan. A FSP is an evidence-based and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be established including the client, psychiatrist, and PSC. Whenever possible, these multidisciplinary teams will include a mental health nurse, marriage and family therapist, clinical social worker, peer specialist, and family members. The ideal client to staff ratio will be in the range of fifteen to twenty

(15 – 20) to one (1), ensuring relationship building and intense service delivery. Services will include, but not be limited to, the following:

a. Crisis management;

b. Housing Services;

c. Twenty-four (24)-hours per day, seven (7) days per week intensive case management;

d. Community-based Wraparound Recovery Services;

e. Vocational and Educational services;

f. Job Coaching/Developing;

g. Consumer employment;

h. Money management/Representative Payee support;

i. Flexible Fund account for immediate needs;

j. Transportation;

k. Illness education and self-management;

l. Medication Support;

m. Dual Diagnosis Services;

n. Linkage to financial benefits/entitlements;

o. Family and Peer Support; and

p. Supportive socialization and meaningful community roles.

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

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

T. Housing Specialist means a specialized position dedicated to developing the full array of housing options for their program and monitoring their suitability for the population served in accordance with the minimal housing standards policy set by COUNTY for their program. This individual is also responsible for assisting consumers with applications to low income housing, housing subsidies, senior housing, etc.

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1 U. Individual Services and Support Funds – Flexible Funds means funds intended for use to
 2 provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment
 3 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as
 4 housing, client transportation, food, clothing, medical and miscellaneous expenditures that are
 5 individualized and appropriate to support client’s mental health treatment activities.

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

8 W. Intern means an individual enrolled in an accredited graduate program accumulating clinically
 9 supervised work experience hours as part of field work, internship, or practicum requirements.
 10 Acceptable graduate programs include all programs that assist the student in meeting the educational
 11 requirements in becoming a MFT, a licensed CSW, or a licensed Clinical Psychologist.

12 X. IRIS means a collection of applications and databases that serve the needs of programs within
 13 the COUNTY and includes functionality such as registration and scheduling, laboratory information
 14 system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical
 15 records and other relevant applications.

16 Y. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing
 17 employment opportunities for the clients and matching the job to the client’s strengths, abilities, desires,
 18 and goals. This position will also integrate knowledge about career development and job preparation to
 19 ensure successful job retention and satisfaction of both employer and employee.

20 Z. MFT means an individual who meets the minimum professional and licensure requirements set
 21 forth in CCR, Title 9, Section 625.

22 AA. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity
 23 for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria
 24 and Intervention Related Criteria.

25 AB. Mental Health Rehabilitation Specialist means an individual who has a Bachelor’s Degree and
 26 four years of experience in a mental health setting as a specialist in the fields of physical restoration,
 27 social adjustment and/or vocational adjustment.

28 AC. Mental Health Services means interventions designed to provide the maximum reduction of
 29 mental disability and restoration or maintenance of functioning consistent with the requirements for
 30 learning, development and enhanced self-sufficiency. Services shall include:

31 1. Assessment means a service activity, which may include a clinical analysis of the history
 32 and current status of a beneficiary’s mental, emotional, or behavioral disorder, relevant cultural issues
 33 and history, diagnosis and the use of testing procedures;

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

37 3. Co-Occurring see DD Integrated Treatment Model for definition;

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

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

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

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

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

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

AD. MHSA means the law that provides funding for expanded community mental health services. It is also known as "Proposition 63."

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

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1 AF. MORS is a recovery scale that the COUNTY will be using for the adult mental health programs
 2 in the COUNTY. The scale will provide the means of assigning consumers to their appropriate level of
 3 care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally
 4 suited to serve as a recovery-based tool for identifying the level of service needed by participating
 5 members. The scale will be used to create a map of the system by determining which milestone(s) or
 6 level of recovery (based on the MORS) are the target groups for different programs across the
 7 continuum of programs and services offered by COUNTY Behavioral Health.

8 AG. NPI means the standard unique health identifier that was adopted by the Secretary of HHS
 9 under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and
 10 organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The
 11 NPI is assigned for life.

12 AH. NOA-A means a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to
 13 any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all
 14 individuals requesting an assessment for services and found not to meet the medical necessity criteria for
 15 specialty mental health services.

16 AI. NPP means a document that notifies individuals of uses and disclosures of PHI that may be
 17 made by or on behalf of the health plan or health care provider as set forth in HIPAA.

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

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

26 AL. PSC means an individual who will be part of a multi-disciplinary team that will provide
 27 community based mental health services to adults that are struggling with persistent and severe mental
 28 illness as well as homelessness, rehabilitation and recovery principles. The PSC is responsible for
 29 clinical care and case management of assigned client and families in a community, home, or program
 30 setting. This includes assisting clients with mental health, housing, vocational and educational needs.
 31 The position is also responsible for administrative and clinical documentation as well as participating in
 32 trainings and team meetings. The PSC shall be active in supporting and implementing the program's
 33 philosophy and its individualized, strength-based, culturally/linguistically competent and client-centered
 34 approach.

35 AM. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits
 36 that are given to BHS & MIHS clients that qualify for medication benefits.

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1 AN. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical
2 Psychology and is registered with the Board of Psychology as a registered Psychology Intern or
3 Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section
4 575.2. The waiver may not exceed five (5) years.

5 AO. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social
6 Work or MFT and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for
7 licensing. An individual's registration is subject to regulations adopted by the BBS.

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

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

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

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

24 AT. Psychiatrist means an individual who meets the minimum professional and licensure
25 requirements set forth in CCR, Title 9, Section 623.

26 AU. Psychologist means an individual who meets the minimum professional and licensure
27 requirements set forth in CCR, Title 9, Section 624.

28 AV. QIC means a committee that meets quarterly to review one percent (1%) of all "high-risk"
29 Medi-Cal clients to monitor and evaluate the quality and appropriateness of services provided. At a
30 minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and
31 one (1) Physician who are not involved in the clinical care of the cases.

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

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

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

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

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

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

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

AZ. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by County, to determine the appropriateness of diagnosis and treatment and to monitor compliance to the minimum AMHS and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

BA. Token means the security device which allows an individual user to access IRIS.

BB. UMDAP is the method used for determining the annual client liability for mental health services received from County mental health systems and is set by the State of California.

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

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

II. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears in the amount of \$102,678 upon receipt of ~~a billing~~ an invoice in a form acceptable to COUNTY, provided the total of such payments shall not exceed COUNTY’s Maximum Obligation for each period as set forth ~~on Page 3~~ in the Referenced Contract Provisions of ~~this~~ the Agreement.

~~B.~~ //

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

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

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

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

F. COUNTY and CONTRACTOR acknowledge that psychiatric and other services may be carried out by means of subcontracts as defined in Subparagraph VI.A. of the Agreement, and should CONTRACTOR demonstrate to COUNTY that costs associated with these services have increased during the term of the Agreement, ADMINISTRATOR, at its sole discretion, may return to the County of Orange Board of Supervisors to request an increase, through Amendment, in the total maximum obligation of the Agreement as identified in the Referenced Contract Provisions Paragraph of the Agreement.

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

II. REPORTS

~~A. FISCAL - CONTRACTOR shall submit to ADMINISTRATOR a quarterly expenditure report for each quarter during Period One and Period Two. Expenditure reports shall be in a form acceptable to ADMINISTRATOR, and shall be submitted no more than thirty (30) calendar days after each quarter ending September, December, March, and June.~~

~~B. PROGRAMMATIC - CONTRACTOR shall submit written programmatic reports to ADMINISTRATOR for each quarter during Period One and Period Two. Programmatic reports shall be submitted no more than thirty (30) calendar days after each quarter ending September, December, March, and June, and include:~~

- ~~1. Any difficulties or special problems;~~
- ~~2. Staff changes;~~
- ~~3. Status of licenses and/or certifications;~~

~~4. Listing of training for psychiatrists and Evaluation and Treatment Services (ETS) staff;~~
~~5. A summary of contract productivity including the number of admission, discharges, confirmations, transfers, length of stay, as well as a reporting of trends as regards this same date set;~~
~~6. A summary of Medication and Quality Review Committee activities;~~
~~7. A summary of Quarterly Psychiatrist meeting activities; and~~
~~8. A summary of activities intended to build relationships and increase collaboration with external agencies;~~

~~C. ADDITIONAL REPORTS~~ CONTRACTOR shall make additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and purposes contained in this Agreement. ADMINISTRATOR will provide CONTRACTOR with at least thirty (30) calendar days notice if such additional reports are required, and shall explain any procedures for reporting the required information.

III. SERVICES

A. FACILITY

CONTRACTOR shall provide or make available psychiatric and other services as required by ~~this~~the Agreement at COUNTY's ETS located at the following location, or any other facility designated, in writing, by ADMINISTRATOR:

_____ 1030 West Warner Avenue
 _____ Santa Ana, California 92707

B. SERVICES TO BE PROVIDED

1. CONTRACTOR shall provide an on-site psychiatrist, twenty-four (24) hours per day, seven (7) days per week at the ETS unit. The licensed psychiatrist must possess a current and valid Physician's and Surgeon's Certificate issued by the Medical Board of California and have completed a three (3) year training program in psychiatry, as approved by the Council on Medical Education of the ~~American Medical Association~~AMA. For the purposes of ~~this~~the Agreement, a third (3rd) year psychiatric resident, in an approved formal training program, shall be defined as a licensed psychiatrist only when providing services described herein under the direct supervision of CONTRACTOR's Medical Director. The licensed psychiatrists shall provide the following:

- a. Evaluation and treatment of up to four hundred (400) clients per month~~;~~;
- b. Psychiatric evaluation of clients including an interview, mental-status, DSM IV-TR 5 axis diagnosis, and clinical recommendations. Such evaluations shall be completed without unnecessary delay, regardless of the time of admission~~;~~;
- c. Issuing of prescriptions and ordering of medication as needed by clients. Medication may be psychiatric drugs and/or medical drugs to treat some ongoing medical conditions, including

1 symptoms of alcohol or substance abuse withdrawal;

2 d. Consultation and psychiatric support to the ~~Centralized Assessment Team (CAT)~~ at the
3 ETS, which may include evaluation for medication;

4 e. Clinical supervision of, and consultation with, COUNTY mental health ETS staff;

5 f. Psychiatric consultation to other health professionals regarding potential mental health
6 referrals (i.e., local medical emergency room physicians);

7 g. Assistance to COUNTY mental health staff in screening clients referred to the ETS in
8 order to determine the most appropriate method of treatment and dispositional alternatives;

9 h. Consultations shall be completed without unnecessary delay, regardless of the time of
10 the request;

11 i. Relevant training opportunities (i.e., seminars and presentations) to ETS mental health
12 staff a minimum of six (6) times per year;

13 j. Attendance at a minimum of two (2) of the COUNTY's quarterly physician meetings,
14 and at other educational and/or administrative meetings arranged by the COUNTY;

15 k. ~~Attendance~~ Proof of attendance at or completion of mandatory trainings
16 ~~arranged~~ required by COUNTY ~~by the specified deadline~~;

17 l. An appropriate disposition of all persons admitted to the ETS within twenty-three (23)
18 hours of admission;

19 m. A physician to physician shift report must be completed at the conclusion and
20 beginning of each shift; and

21 n. Documentation in compliance with medical necessity, Medi-Cal, and Medicare chart
22 compliance standards on each patient for each shift.

23 2. Prevention of unwarranted psychiatric hospitalization and reliance on inpatient services, by
24 appropriate outpatient psychiatric evaluations and stabilization, crisis intervention, and other related
25 mental health therapeutic interventions, as well as referral to alternative services.

26 3. CONTRACTOR shall provide a Medical Director who shall be approved by
27 ADMINISTRATOR. The Medical Director is responsible for overall ongoing medical and psychiatric
28 services at the ETS. In consultation with the ETS Program Manager, the Medical Director shall be
29 responsible for the daily and ongoing clinical treatment management for all patients served at the ETS,
30 and will ensure that all medical and psychiatric-related regulatory guidelines are maintained. The
31 Medical Director must be licensed, must possess a current Physician's and Surgeon's Certificate issued
32 by the State of California Board of Examiners, and must have completed three (3) years graduate
33 training in psychiatry in a program approved by the ~~American Medical Association or the American~~
34 ~~Osteopathic Association.~~ AMA or the AOA. The Medical Director will provide:

35 a. On-site attendance at the ETS an average of twelve (12) hours per week, with up to
36 eight (8) hours spent providing direct services to the ETS patients. The balance of the time may be spent
37 in staff meetings, in reviewing the staff physician's work, and/or in attending administrative meetings. It

1 is understood by the Parties that the Medical Director may provide additional administrative hours that,
2 at Medical Director's discretion, may not be provided on-site at the ETS;

3 b. Coordination of physicians' work schedules and personal supervision of all
4 psychiatrists in the ETS program, including written yearly performance evaluations of
5 CONTRACTOR's psychiatrists, which must be submitted to the ETS Program Manager for review;

6 c. On-site psychiatric coverage on a twenty-four (24) hour, seven (7) day-per-week basis;

7 d. Psychiatric staff that are immediately available for on-site patient evaluations
8 throughout assigned hours of duty; that respond to COUNTY mental health staff requests for on-site
9 psychiatric evaluations, medication orders, or consultations; and that do not leave the ETS prior to the
10 arrival of the oncoming physician;

11 e. Psychiatric staff that actively participate with COUNTY mental health staff in the
12 ~~Quality Improvement (QI)~~ process (i.e. quality of care reviews and medication monitoring with
13 appropriate required documentation);

14 f. Facilitation of active interfacing with community emergency room physicians, inpatient
15 medical directors, mental health physicians, and other physicians treating patients referred to and from
16 the ETS;

17 g. Assurance that physicians follow the medical admission criteria in accepting patients to
18 the ETS;

19 h. Collaboration with the Program Manager and QI representative, to provide for the
20 clinical review of cases treated by COUNTY mental health staff;

21 i. Annually, or upon request, written feedback to the on-site ETS Program Manager and
22 QI representative on the clinical skills of COUNTY mental health staff, with recommendations on
23 related clinical skills training. Clinical skills training shall be provided a minimum of six (6) times a
24 year, with an optimum goal of monthly training. A description and schedule of training sessions shall be
25 provided to the on-site ETS Program Manager in advance of each quarter;

26 j. Assurance that psychiatrists will provide case specific medical/psychiatric direction for
27 client care including psychiatric evaluations, interviews, mental status, diagnosis, clinical and
28 dispositional recommendations focusing on non-hospital alternatives, and referrals to inpatient settings
29 when patients meet medical necessity criteria;

30 k. In collaboration with the ETS Program Manager, development of referral procedures
31 and linkages with hospital emergency rooms, related to the medical treatment needs of patients referred
32 to and from the ETS;

33 l. Assurance that staff psychiatrists make no distinction in the treatment of clients as it
34 relates to voluntary and involuntary referrals to the ETS and the financial status of these patients;

35 m. Assurance that staff psychiatrists understand and follow COUNTY program philosophy
36 of the ETS (i.e. mental health treatment in the least restrictive level of care possible in the shortest time
37 possible), legal mandates and criteria, ~~ETS policies and procedures~~ P&Ps, and relevant ~~County~~ COUNTY

1 and State policies and regulations.

2 n. Identification of clinical training needs for mental health staff, and notification to
3 Program Manager of potential/relevant training opportunities~~;~~;

4 o. Recruitment and hiring practices for ETS psychiatrists; facilitation of communication
5 with the ETS Program Manager regarding vacancies and recruitment; provision to the ETS Program
6 Manager, for review, the required credentials for psychiatrists prior to start date at the ETS; and
7 maintenance of a current list of psychiatrists available to fill vacancies at the ETS~~;~~;

8 p. A minimum of twelve (12) hours on-site orientation to each new physician providing
9 services at the ETS with a focus on mental health laws and regulations, treatment protocol, and ETS
10 program mandates~~;~~;

11 q. Assurance that the psychiatric staff is composed of the diverse ethnic backgrounds
12 meeting the needs of the various cultures that the ETS serves, with the ability to speak at least the major
13 threshold languages of the clients served (i.e., English, Spanish, Vietnamese, and Farsi)~~;~~;

14 r. Staff meetings at least quarterly with the physicians assigned to the ETS and the
15 COUNTY QI representative, which shall include discussions of mental health laws and regulations, ETS
16 policies and procedures, treatment protocol/procedures, medication monitoring, case representations
17 including special incident reviews and problematic cases, and identification of measures to improve
18 services at the ETS~~;~~;

19 s. Expert medical/psychiatric testimony in or out of court regarding the condition of any
20 client treated pursuant to ~~this~~the Agreement~~;~~;

21 t. Assurance of appropriate disposition of all persons admitted to the ETS within
22 twenty-four (24) hours of admission to the ETS, and the completion of an Extended Stay Incident Report
23 for length of stays over twenty-four (24) hours~~;~~; ~~and~~

24 u. Assurance of the prevention of unwarranted psychiatric hospitalizations and reliance on
25 inpatient services by appropriate outpatient psychiatric evaluations and stabilization, crisis intervention,
26 and other related mental health therapeutic interventions, as well as referral to alternative services.

27 3. CONTRACTOR's physicians shall not do any private billing for patients seen at the ETS.

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

35 5. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding
36 sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the
37 terms of ~~this~~the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall

not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

6. ~~National Provider Identifier (NPI) — The standard unique health identifier that was adopted by the Secretary of Health and Human Services under Health Insurance Portability and Accountability Act (HIPAA) of 1996 for health care providers.~~

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

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

C. PERSONS TO BE SERVED

1. CONTRACTOR shall provide services to adults, ages eighteen (18) and older.

2. CONTRACTOR shall provide services to all persons referred or presenting themselves to the ETS for services, regardless of the ability or inability of such persons to pay for such services.

3. CONTRACTOR shall make no distinction as to voluntary or involuntary status of clients for the provision of these services. Clients involuntarily detained pursuant to WIC §5150, §5250, §5350, or Penal Code 4011.6, as well as those on voluntary status, will be evaluated.

4. Persons requiring emergency medical care may not be provided psychiatric services until such emergency medical treatment has been provided them. CONTRACTOR is not obligated to provide emergency medical treatment of conditions which are unrelated to the evaluation or treatment of psychiatric disorders.

D. PERFORMANCE OUTCOMES – For the purpose of evaluating the impact or contribution of CONTRACTOR's services on the well-being of ~~the Orange County~~COUNTY residents being served under the terms of ~~this~~the Agreement, CONTRACTOR shall meet or exceed ~~identified~~identified performance outcome measures. On a quarterly basis, CONTRACTOR shall report the status of performance outcome measures as outlined below:

1. Complete at least ~~5,700~~5900 ETS admissions and/or inpatient confirmations per year.

2. Maintain an average time of four (4) hours or less from first call to placement decision for emergency department referrals on a monthly basis.

3. Maintain a minimum of forty-five percent (45%) of admissions be discharged or diverted from inpatient hospitalization on a monthly basis.

E. QUALITY IMPROVEMENT — CONTRACTOR shall comply with and participate in COUNTY's ~~Quality Improvement~~QI program, the overall goal of which is the maintenance of high quality client care, effective utilization of services offered, and continuous quality monitoring and

improvement of services. This program includes utilization review monitoring processes to evaluate the appropriateness of treatment, peer review, medication monitoring, and other procedures and standards that address the quality of client records and quality of care.

~~IV. STAFFING~~

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

IV. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following staffing, expressed in ~~Full-Time Equivalents (FTE)~~ which shall be equal to an average of forty (40) hours per work week. Each psychiatrist employed by CONTRACTOR to provide services pursuant to ~~this~~ the Agreement shall work no less than twelve (12) hours per week, unless otherwise approved by ADMINISTRATOR.

ADMINISTRATIVE	FTEs
Office Manager	<u>0.40</u>
SUBTOTAL ADMINISTRATIVE	0.40
PROGRAM	
Medical Director	0.40
Psychiatrists	<u>4.20</u>
SUBTOTAL PROGRAM	4.60
TOTAL FTEs	5.00

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

V. REPORTS

A. FISCAL – CONTRACTOR shall submit to ADMINISTRATOR a quarterly expenditure report for each quarter during Period One and Period Two. Expenditure reports shall be in a form acceptable to ADMINISTRATOR, and shall be submitted no more than thirty (30) calendar days after each quarter ending September, December, March, and June.

B. PROGRAMMATIC - CONTRACTOR shall submit written programmatic reports to ADMINISTRATOR for each quarter during Period One and Period Two. Programmatic reports shall be submitted no more than thirty (30) calendar days after each quarter ending September, December, March, and June, and include:

1. Any difficulties or special problems;

2. Staff changes;
3. Status of licenses and/or certifications;
4. Listing of training for psychiatrists and ETS staff;
5. A summary of contract productivity including the number of admission, discharges, confirmations, transfers, length of stay, as well as a reporting of trends as regards this same date set;
6. A summary of Medication and Quality Review Committee activities;
7. A summary of Quarterly Psychiatrist meeting activities; and
8. A summary of activities intended to build relationships and increase collaboration with external agencies.

C. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and purposes contained in the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least thirty (30) calendar days notice if such additional reports are required, and shall explain any procedures for reporting the required information.

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

VI. ~~COUNTY~~ RESPONSIBILITIES

A. COUNTY will review the quantity and quality of services provided pursuant to ~~this~~the Agreement. This review will consist of the following:

1. At least monthly, ADMINISTRATOR will review medical and other records of clients provided services pursuant to ~~this~~the Agreement. This review will be made at the ETS.

2. ADMINISTRATOR will meet monthly with CONTRACTOR's Medical Director to review the overall program.

3. ADMINISTRATOR will review CONTRACTOR's procedures for quality improvement and medication monitoring, together with related records and documentation.

B. ~~COUNTY~~ADMINISTRATOR determines the criteria for admission to the ETS and is responsible for:

1. Confirming the admission of all psychiatric inpatient hospitalizations, including Medi-Cal Managed Care.

2. Coordinating ETS psychiatric services with and providing liaison to all contracted Medi-Cal Managed Care inpatient providers to which referrals are made for the purpose of providing voluntary and involuntary psychiatric inpatient evaluation and treatment.

3. Coordinating the admissions of all ~~Adult Mental Health Indigent (AMHI)~~AMHI clients who do not require the inpatient psychiatric services of an acute hospital, to Royale Health Care Center, Inc., located adjacent to the ETS.

4. Coordinating the referral of AMHI clients to COUNTY-contracted medical psychiatric unit

1 when this level of care is necessary.

2 5. Clinical supervision of COUNTY ~~mental health~~ staff assigned to the ETS who provide
3 crisis stabilization services.

4 6. Reviewing the quality and quantity of psychiatric services provided by the COUNTY
5 mental health staff and all physicians.

6 C. ~~COUNTY's Behavioral Health Services~~ ADMINISTRATOR's BHS Associate Medical Director
7 is responsible for resolving disputes which may arise between ~~COUNTY's~~ ADMINISTRATOR's on-site
8 Supervisor and CONTRACTOR's Medical Director or between CONTRACTOR's Medical Director and
9 community emergency departments.

10 D. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
11 welfare of clients, including but not limited to serious physical harm to self or others, serious destruction
12 of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR
13 shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.
14 CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that
15 adversely affect the quality or accessibility of client-related services provided by, or under contract with,
16 the COUNTY as identified in the ADMINISTRATOR's P&P.

17 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the
18 Responsibilities Paragraph of this Exhibit A to the Agreement.

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