

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

BETWEEN

COUNTY OF ORANGE

AND

«NAME1»

~~FISCAL YEAR 2009~~ JULY 1, 2010 THROUGH JUNE 30, 2011

THIS ~~FIRST AMENDMENT TO~~ AGREEMENT entered into 1st ~~13th~~ day of ~~April 2010~~ July
2010⁹, which date is enumerated for purposes of reference only, is by and between the COUNTY OF
ORANGE (COUNTY) and «NAME1», ~~«CORP STAT»~~ a California nonprofit corporation
(CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care
Agency (ADMINISTRATOR).

W I T N E S S E T H:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2010⁹ through June 30, 2011⁰

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

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Payment

Notices to COUNTY and CONTRACTOR:

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

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

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial	
<u>Comprehensive</u> General Liability with broad form Property damage and contractual liability	\$1,000,000 <u>combined single limit</u> Combined Single limit per occurrence \$2,000,000 A aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 <u>combined single limit</u> Combined Single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 _____ per occurrence
Professional Liability Insurance	\$1,000,000 _____ per claims made or _____ per occurrence

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Sexual Misconduct

\$1,000,000
per occurrence

I. ALTERATION OF TERMS

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

II. ASSIGNMENT OF DEBTS

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

III. COMPLIANCE

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

1. ADMINISTRATOR shall ~~provide~~ ensure that CONTRACTOR ~~with a copy~~ is made aware of the relevant ~~HCA Policies~~ policies and ~~P~~ procedures relating to ~~the~~ 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") relative to this Agreement are made aware of ~~HCA's Policies and Procedures~~ ADMINISTRATOR's Compliance Program and related policies and procedures.

~~B~~ 3. CONTRACTOR has the option to adhere to ~~HCA's~~ ADMINISTRATOR's Compliance Program or establish its own.

~~4.~~ 14. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy of its Compliance Program, ~~Code of Conduct,~~ and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

~~2. HCA's~~ 5. ADMINISTRATOR's Compliance Officer shall ~~advise~~ advise ~~CONTRACTOR~~ determine if CONTRACTOR's ~~compliance program~~ Compliance Program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ~~HCA's Code of Conduct and~~ ADMINISTRATOR's Compliance Program.

~~36.~~ 36. Upon approval of CONTRACTOR's Compliance Program by ~~HCA's~~ ADMINISTRATOR's

1 Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns,
 2 volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered
 3 Individuals") relative to this Agreement are made aware of CONTRACTOR's ~~Policies and~~
 4 ~~Procedures~~ Compliance Program and related policies and procedures.

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

9 ~~C.B.~~ CODE OF CONDUCT - ~~Under the direction of the HCA Office of~~
 10 ~~Compliance.~~ ADMINISTRATOR has developed a Code of Conduct for adherence by ~~all~~
 11 ~~HCA~~ ADMINISTRATOR's employees and contract providers ~~has been developed.~~

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

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

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

19 4. If CONTRACTOR elects to ~~adhere to HCA Compliance Program~~ have it's own Code of
 20 Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30)
 21 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 its employees, subcontractors, interns, volunteers, and members of
 27 Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this
 28 Agreement are made aware of CONTRACTOR's Code of Conduct.

29 7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then
 30 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
 31 CONTRACTOR shall comply with ~~the "HCA Contractor~~ ADMINISTRATOR's Code of Conduct."

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

36 ~~D.~~ C. COVERED INDIVIDUALS - CONTRACTOR shall screen all Covered Individuals
 37 employed or retained to provide services related to this Agreement to ensure that they are not designated

1 as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General
 2 Services Administration's List of Parties Excluded from Federal Programs and the Health and Human
 3 Services/Office of Inspector General List of Excluded Individuals/Entities.

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

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

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

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

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

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

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

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

33 ~~ED~~. REIMBURSEMENT STANDARDS

34 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
 35 claims, billings and ~~billing~~ or invoices for same are prepared and submitted in an accurate and timely
 36 manner and are consistent with federal, state and county laws and regulations. This includes
 37 compliance with federal and state health care program regulations and procedures or instructions

1 otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid
2 Services or their agents.

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

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

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

11 ~~FE~~ COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training
12 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

19
20 **IV. CONFIDENTIALITY**

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

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

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

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

36 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the
37 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,

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

6
7 **V. COST REPORT**

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

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

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

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

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

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

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

1 any.

2 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 3 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth
 4 on Page 34 of this Agreement for state, Medi-Cal, and federal Block Grant Services; provided, however,
 5 ADMINISTRATOR may modify the state Maximum Obligation and the Medi-Cal Maximum
 6 Obligation in accordance with the Maximum Obligation paragraph of this Agreement. CONTRACTOR
 7 shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal,
 8 state and county laws, regulations and requirements. Any payment made by COUNTY to
 9 CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or
 10 service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment,
 11 within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any
 12 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

16 ~~—E. In the event CONTRACTOR is authorized to retain unanticipated revenues as described in the
 17 Budget paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify, in the Cost Report, the
 18 services rendered with such revenues.~~

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

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

30 HG. The Cost Report shall contain the following attestation, which may be typed directly on or
 31 attached to the Cost Report:

32
 33 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
 34 supporting documentation prepared by _____ for the cost report period
 35 beginning _____ and ending _____ and that, to the best of my
 36 knowledge and belief, costs reimbursed through this Agreement are reasonable and
 37 allowable and directly or indirectly related to the services provided and that this Cost

Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____
 Name _____
 Title _____
 Date _____ "

VI. ~~CULTURAL COMPETENCY~~ DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

~~VII. DELEGATION AND ASSIGNMENT~~

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. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

C. 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

1 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
2 paragraph shall be void.

4 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

15 **VIII. EQUIPMENT**

16 | A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
17 moveable property of a relatively permanent nature with significant value. Equipment which costs
18 \$5,000 or over, including sales taxes, freight charges and other taxes are considered ~~fixed assets.~~ Fixed
19 Assets. Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes
20 are considered ~~Minor Equipment, or Controlled Assets.~~ The cost of Equipment purchased, in whole
21 or in part, with funds paid pursuant to this Agreement shall be depreciated according to generally
22 accepted accounting principles.

23 ~~—B.~~ B. CONTRACTOR shall obtain Administrator's prior written approval to purchase any
24 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
25 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
26 documentation, which includes delivery date, unit price, tax, shipping, serial numbers, etc.
27 CONTRACTOR shall request an applicable asset tag (Fixed or Controlled) for said Equipment and shall
28 include each purchased asset in an Equipment inventory.

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

35 CD. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
36 with funds paid through this Agreement ~~in accordance with guidelines set forth in COUNTY's~~
37 ~~"Accounting Procedures Manual," as periodically amended.~~ including date of purchase, purchase price,

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

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

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

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

17

18 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

24

25 **X. INDEMNIFICATION AND INSURANCE**

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

36 B. Without limiting CONTRACTOR’s indemnification, it is agreed that CONTRACTOR shall
 37 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance

1 covering its operations as specified on Page 34 of this Agreement.

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

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

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

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

11 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be
12 mailed to COUNTY as referenced on Page 34 of this Agreement.

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

16 /

17 **XI. INSPECTIONS AND AUDITS**

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

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

31 C. AUDIT RESPONSE

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

37 2. If the audit reveals that money is payable from one party to the other, that is,

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

7 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an
 8 annual Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit to
 9 ADMINISTRATOR within fourteen (14) calendar days of receipt.

10 **XII. LICENSES AND LAWS**

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

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

- 23 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
- 24 2. State of California Health and Safety Code, Sections 1250 et seq.;
- 25 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child
 26 Abuse Reporting;
- 27 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
- 28 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
- 29 6. United States Code (U.S.C.A.) Title 42;
- 30 7. Federal Social Security Act, Title XVIII and Title XIX;
- 31 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.);
- 32 9. The Clean Air Act (42 U.S.C.A. Section 114 and Sections 1857, et seq.);
- 33 10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and
 34 Sections 1251 et seq.);
- 35 11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
- 36 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
- 37 13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;

- 1 14. Federal Medicare Cost reimbursement principles and cost reporting standards;
- 2 15. Orange County Medi-Cal Mental Health Managed Care Plan;
- 3 16. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
- 4 Management.
- 5 17. Health Insurance Portability and Accountability Act (HIPAA) ~~Privacy Rule~~, as it may
- 6 exist now, or be hereafter amended, and if applicable.

7 ~~C.~~ 18. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A122, and A-

8 133.

9 C. CONTRACTOR shall at all times be capable and authorized by the State of California to

10 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the

11 terms of this Agreement and shall make every reasonable effort to obtain appropriate licenses and/or

12 waivers to provide Medi-Cal billable treatment services at school or other sites requested by

13 ADMINISTRATOR.

14 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

15 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days

16 of the award of this Agreement:

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

26 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by

27 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting

28 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings

29 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;

30 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute

31 grounds for termination of this Agreement.

32 3. It is expressly understood that this data will be transmitted to governmental agencies

33 charged with the establishment and enforcement of child support orders, or as permitted by federal

34 and/or state statute.

35

36 **XIII. LITERATURE AND ADVERTISEMENTS**

37 A. Any written information or literature, including educational or promotional materials,

1 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
 2 to this Agreement must be approved in advance and in writing by ADMINISTRATOR before
 3 distribution. For the purposes of this Agreement, distribution of written materials shall include, but not
 4 be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the
 5 Internet. Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR
 6 consents thereto in writing.

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

10 **XIV. MAXIMUM OBLIGATION**

11 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
 12 agreements for Wraparound Mental Health Outpatient Services is as specified on Page 34 of this
 13 Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which
 14 this Aggregate Maximum Obligation applies. It therefore is understood by the parties that
 15 reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.
 16

17 **XV. NONDISCRIMINATION**

18 **A. EMPLOYMENT**

19 1. During the performance of this Agreement, CONTRACTOR shall ensure that applicants are
 20 employed, and that employees are treated during not unlawfully discriminate against any employee or
 21 applicant for employment, without regard to their because of his/her ethnic group identification, race,
 22 religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual
 23 preference orientation, medical condition, or physical or mental disability. Such action CONTRACTOR
 24 shall include, but not be limited to warrant that the following: evaluation and treatment of employees and
 25 applicants for employment, upgrade are free from discrimination in the areas of employment,
 26 promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of
 27 pay or other forms of compensation; and selection for training, including apprenticeship. There shall be
 28 posted in conspicuous places, available to employees and applicants for employment, notices from
 29 ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth
 30 the provisions of the Equal Opportunity clause.
 31

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

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

5 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
6 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
7 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
8 (40 and over), sexual ~~preference~~orientation, medical condition, or physical or mental disability in
9 accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of
10 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
11 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
12 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
13 regulations, as all may now exist or be hereafter amended or changed.

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

- 16 a. Denying a client or potential client any service, benefit, or accommodation.
- 17 b. Providing any service or benefit to a client which is different or is provided in a
18 different manner or at a different time from that provided to other clients.
- 19 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
20 by others receiving any service or benefit.
- 21 d. Treating a client differently from others in satisfying any admission requirement or
22 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
23 any service or benefit.
- 24 e. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

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

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

20
21 **XVI. NOTICES**

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

- 24 1. When written and deposited in the United States mail, first class postage prepaid and
25 addressed as specified on Page 34 of this Agreement or as otherwise directed by ADMINISTRATOR;
26 2. When faxed, transmission confirmed;
27 3. When sent by electronic mail; or
28 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
29 Service, or other expedited delivery service.

30 B. Termination Notices shall be addressed as specified on Page 34 of this Agreement or as
31 otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed,
32 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
33 expedited delivery service.

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

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

3 ~~E. In the event of a death, notification shall be made in accordance with the~~

4 **XVII. NOTIFICATION OF DEATH** ~~PARAGRAPH OF THIS AGREEMENT.~~

5 **XVIII. NOTIFICATION OF DEATH**

6 A. NON-TERMINAL ILLNESS DEATH

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

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

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

17 B. TERMINAL ILLNESS DEATH

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

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

28
29 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

37 //

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, ~~Chapter 7, Article 6, §75055—Retention of records by outpatient medical facilities.~~ §§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. ~~45 CFR, HIPAA Privacy Rule (Designated Record Set).~~

~~5.~~ State of California, Health and Safety Code §§123100—123149.5 §123145.

~~B.~~ 5. 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). CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of protected health information made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR's patient records shall be maintained in a secure manner. CONTRACTOR shall maintain 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.

~~D.~~ F. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the definition of medical records and identified this new record set as a Designated Record Set (DRS).

CONTRACTOR shall ensure all HIPAA DRS requirements are met.

HIPAA requires that clients, participants and patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. 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

1 systems maintained by or for a health plan; or

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

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

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

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

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

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

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

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

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

29 ~~MN.~~ CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
30 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that
31 is requested by the PRA request.

32 #

33 **XX. REVENUE**

34 A. CLIENT FEES - CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
35 clients-, except AB 3632 clients, to whom services, other than Medi-Cal Services, are provided pursuant
36 to this Agreement, their estates and responsible relatives, according to their ability to pay as determined
37 by the State Department of Mental Health's "Uniform Method of Determining Ability to Pay"

1 (UMDAP) procedure, and in accordance with Title 9 of the California Code of Regulations. Such fee
2 shall not exceed the actual cost of services provided. No client shall be denied services because of an
3 inability to pay.

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

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

13 14 **XXI. SEVERABILITY**

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

20 21 **XXII. SPECIAL PROVISIONS**

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

- 24 1. Making cash payments to intended recipients of services through this Agreement.
- 25 2. Lobbying any governmental agency or official or making political contributions.
- 26 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to
- 27 Title 31, U.S.C.A, Section 1352 (e.g., limitation on use of appropriated funds to influence certain
- 28 federal contracting and financial transactions).
- 29 3. Supplanting current funding for existing services.
- 30 4. Fundraising.
- 31 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for

32 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

33 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
34 services.

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

1 8. Paying an individual salary or compensation for services at a rate in excess of the salary
2 schedule specified by the U.S. Office of Personnel Management, or specified by ADMINISTRATOR
3 per the Agreement's funding source.

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

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

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

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

11 4. Funding travel or training (excluding mileage or parking).

12 5. Making phone calls outside of the local area unless documented to be directly for the
13 purpose of client care.

14 6. Payment for grant writing, consultants, certified public accounting, or legal services.

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

17 **XXIII. STATUS OF CONTRACTOR**

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

30 **XXIV. TERM**

31
32 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
33 term of this Master Agreement applies. The term of this Master Agreement shall commence on
34 July 1, 2010 and terminate on June 30, 2011; provided, however, that the specific term for
35 CONTRACTOR shall be as specified on Page 4 of this Agreement; and provided further that the parties
36 shall continue to be obligated to comply with the requirements and perform the duties specified in this
37 Agreement. Such duties include, but are not limited to, obligations with respect to confidentiality,

1 indemnification, audits, reporting, and accounting.

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

4 //

5 //

6 **XXV. TERM**

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

12
13 **~~XXVI. TERMINATION~~**

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

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

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

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

36 **D. CONTINGENT FUNDING**

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

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

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

5 #

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

8 E. In the event this Agreement is terminated prior to the completion of the term as specified on
9 Page ~~34~~ of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
10 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

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

13 //

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

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

18 ~~3~~ 3. If clients are to be transferred to another facility for services, furnish
19 ADMINISTRATOR, upon request, all client information and records deemed necessary by
20 ADMINISTRATOR to effect an orderly transfer.

21 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
22 their best interests.

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

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

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

33 9. Provide written notice of termination of services to each client being served under this
34 Agreement, within fifteen (15) calendar days of receipt of Termination Notice by ADMINISTRATOR.
35 A copy of the notice of termination of services to each client must also be provided to
36 ADMINISTRATOR within the fifteen (15) calendar day period.

37 G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be

1 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

2
3 **XXVI. THIRD PARTY BENEFICIARY**

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

6
7 **XXVII. WAIVER OF DEFAULT OR BREACH**

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

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

3
4
5 «NAME1»

6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

29
30
31 BY: _____ DATED: _____

32 DEPUTY

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

EXHIBIT A

~~FIRST AMENDMENT~~ TO AGREEMENT WITH

«NAME1»

~~FISCAL YEAR 2009-2010~~

JULY 1, 2010 THROUGH JUNE 30, 2011

I. DEFINITIONS

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

A. AB 3632 Program, also known as the Chapter 26.5 program, means the special education program under the rules and regulations of Chapter 26.5 of the Government Code.

B. Active and ~~On-going~~ Ongoing Case Load means documentation, by CONTRACTOR, ~~of~~ for completion of ~~the~~ entry and evaluation ~~documents~~ services provided to Clients into ~~the~~ COUNTY's Integrated Records Information System (IRIS);). Documentation also includes level, frequency, and ~~documentation that the clients are receiving~~ duration of services ~~at least once per month.~~ received by Clients ~~receiving continuing~~, and these services must be consistent with Clients' level of impairments as well as treatment ~~in two (2) or more fiscal years shall be counted as an Admission in each fiscal year~~ goals. In addition, services are to be individualized and solution-focused, using evidenced-based practices.

C. Administrative Support means individual(s) who is/are responsible for providing a broad range of office support to program and management staff that includes: answering and directing phone calls, writing correspondences, entering data in spreadsheets, preparing invoices for payment, maintaining tracking reports and files, and working on special projects as assigned.

D. Admission means documentation, by CONTRACTOR, ~~of~~ for completion of ~~the~~ entry and evaluation ~~documents~~ services provided to Clients into ~~the~~ COUNTY's IRIS.

~~D~~E. CAMINAR means software used for the collection, tracking, and reporting of outcome data for Clients enrolled in the Full Service Partnerships (FSP) programs.

1. 3 M's means the Quarterly Assessment Form being completed for each client every three months in CAMINAR.

2. Data Certification means reviewing outcome data mandated by the State and the County for accuracy and signing a "Certification of Accuracy of Data" attesting to the accuracy of data entered into CAMINAR.

3. Key Events Tracking (KET) means tracking Clients' service movements or changes in CAMINAR. A KET must be completed and Client data entered into CAMINAR each time the CONTRACTOR reports a change of Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

4. Partnership Assessment Form (PAF) means the baseline assessment for each Client that

1 must be completed and entered into CAMINAR within thirty (30) days of the FSP date.

2 / F. Care Coordinator means ~~a person~~ an individual with a Bachelor's degree in human services or
 3 related field who will be responsible for developing and leading the Family Team and guiding the
 4 evolution of a Plan of ~~care~~ Care for a Client.

5 E.G. ~~Client, Consumer and Partner~~ means any ~~person~~ individual, referred by ~~COUNTY~~ or enrolled in
 6 CONTRACTOR's program, for services under this Agreement, who is suffering from a mental ~~illness,~~
 7 emotional, or behavioral disorders.

8 F.H. ~~Clinical Social Worker means a person who~~ Director means an individual who is responsible
 9 for the day to day clinical services of the program, meets the minimum ~~professional and licensure~~
 10 requirements set forth in Title 9, California Code of Regulations, ~~Section 625~~ and has at least two (2)
 11 years of full-time professional experience working with children and/or transitional age youth in a
 12 mental health setting.

13 G.I. Crisis Intervention means a service, lasting less than twenty-four (24) hours, is provided to or
 14 on the behalf of a ~~Partner~~ Client for a condition ~~which~~ that requires more timely response than a regularly
 15 scheduled visit. Service activities may include, but are not limited to: assessment, individual therapy,
 16 collateral therapy, family therapy, case management, and psychiatric evaluation.

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

22 I.K. Direct Service Hours (DSH) means ~~a measure in hours and parts of hours that~~ the time a
 23 clinician spends providing ~~client services~~ services to Clients or significant others on behalf of Clients,
 24 and this time is measured in minutes. DSH credit, ~~both billable and non-billable minutes,~~ is obtained
 25 for by providing mental health, case management, medication support, and crisis intervention
 26 wraparound/recovery services to ~~any client~~ Clients open in the IRIS, ~~and include both billable and non-~~
 27 billable.

28 L. Education Coordinator means an individual who is responsible for providing assistance and
 29 support with educational and vocational services.

30 ~~J. Face-to-Face,~~ as well as developing resources for those Clients that wish to further their
 31 education or training.

32 M. Employment Coordinator means an individual who provides pre-employment training, job
 33 orientation, and site training to Clients. This individual is also responsible for assisting Clients with job
 34 application procedures; teaching social, grooming and personal hygiene skills Clients; and coaching
 35 Clients' on how to maintain employment. In addition, the ~~purpose of~~ employment coordinator may
 36 provide on-the-job mentoring and will work closely with hiring companies and Clients.

37 N. Engagement means the process where a trusting relationship between CONTRACTOR's staff

1 and Client is developed over a short period of time, so CONTRACTOR and Client can develop a plan to
 2 link the Client to appropriate services within the community. Engagement of Client is the objective of a
 3 successful outreach.

4 O. Face-to-Face Contact means, as it pertains to a Full Service Partnership ~~contact hours means,~~ a
 5 direct encounter between CONTRACTOR's staff and ~~client and/or Client(s)/parent(s)/guardian; this~~
 6 (s). This does not include contact by telephone, email, etc. For the purpose of completing an Encounter
 7 Document, Face-to-Face Contact means a direct encounter between staff and ~~client, whether~~ Client(s),
 8 regardless if another individual(s) is/are present or not ~~someone else is present.~~

9 KP. Family Resource Center Services means Mental Health Services provided to eClient that are
 10 actively enrolled ~~in a~~ at the County of Orange, Social Services Agency (SSA) Family Resource Center
 11 (FRC). FRC is a consortium of agencies providing human services in a single site and under the
 12 auspices of SSA.

13 L.Q. Family Team means a group ~~that~~ formed to meet the needs of an FSP eligible ~~child~~ Client
 14 through whatever means possible, and this team includes a program staff, the eligible Client, the
 15 Client's family members, and other support individual(s) the family agrees to include on the team.

16 MR. Full Service Partnership (FSP) means a ~~type of~~ program model described in the
 17 COUNTY's MHSA plan that has been approved by the ~~state in the requirements for~~ State. The MHSA
 18 plan describes how the COUNTY ~~plan for use of~~ will utilize MHSA funds ~~and which includes~~
 19 individuals to develop and implement treatment plans for mental health Clients through FSPs. A Full
 20 Service Partnership is an evidence-based and strength-based model with ~~mental illness being full~~
 21 ~~partners in the development and implementation of their~~ focus on the individual ~~recovery plans~~ rather
 22 than the disease.

23 NS. Full Service Wraparound (FSW) means the specific program model described in the
 24 COUNTY's MHSA plan and ~~is~~ based on the existing Wraparound Orange County program. The ~~Full~~
 25 ~~Service Wraparound~~ FSW program provides culturally competent in-home, intensive, mental health ~~ease~~
 26 ~~management~~ care coordination services ~~addressing~~ that will address family needs across all life domains
 27 of the eClient.

28 OT. Group Home is a facility for housing youth ~~that.~~ The facility is licensed by Community Care
 29 Licensing under the provisions of California Code of Regulations, Title 22, Division 6, et seq.

30 PU. Head of Service means ~~a~~ an individual ultimately responsible for overseeing the program and is
 31 required to be licensed as a mental health professional.

32 ~~Q. Individual Services and Support Funds means those funds identified in the budget that are~~
 33 ~~designated to be used only to meet client and/or family needs identified on the client's plan. In~~
 34 ~~Wraparound programs, these funds are called "flex funds."~~ V. Housing Coordinator means an

35 individual who is responsible of for assisting Clients with housing solutions. This individual is also
 36 responsible for outreach and networking within the community to maintain an up-to-date record of
 37 available housing resources. In addition, the coordinator will work with the treatment team to assess

1 the needs of Clients.

2 ~~—R.~~ W. Individual Services and Support Funds (Flexible Funds) means funds use to provide Clients
 3 and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental
 4 illness and improve their overall quality of life. Flexible Funds are generally categorized as housing,
 5 transportation, food, clothing, medical, and miscellaneous expenditures that are individualized and
 6 appropriate to support Clients' mental health treatment activities.

7 X. Intake means the initial meeting between a eClient and CONTRACTOR's staff ~~and is marked~~
 8 ~~by entering the encounter into IRIS,~~ and it will include an evaluation of the Client to determine if the
 9 Client meets program criteria and is willing to seek services.

10 S.Y. Integrated Records and Information System (IRIS) means ~~a collection of applications and~~
 11 ~~databases that serve the needs of programs within the~~ the County of Orange, Health Care Agency and
 12 ~~includes functionality~~ Agency's database system that collects Clients' information such as registration
 13 ~~and scheduling,~~ scheduled appointments, laboratory information system, billing and reporting
 14 capabilities, compliance with regulatory requirements, electronic medical records, and other relevant
 15 applications.

16 ~~—T.~~ Z. Licensed Clinical Social Worker means a licensed individual, pursuant to the provisions of
 17 Chapter 14 of the California Business and Professions Code, who can provide clinical services to
 18 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is
 19 preferred that the individual has at least one (1) year of experience treating children and Transitional
 20 Age Youth.

21 AA. Licensed Marriage and Family Therapist means a licensed individual, pursuant to the provisions
 22 of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of Chapter 14
 23 of the California Business and Professions Code, who can provide clinical services to Clients. The
 24 license must be current and in force, and has not been suspended or revoked. Also, it is preferred that
 25 the individual has at least one (1) year of experience treating children and Transitional Age Youth.

26 AB. Licensed Mental Health ~~Professional means~~ Professionals mean licensed physicians, ~~icensed~~
 27 ~~psychologists, licensed clinical social workers, licensed marriage and family therapists~~ Licensed
 28 Psychologists, Licensed Clinical Social Workers, Licensed Marriage and Family Therapists, registered
 29 nurses, licensed vocational nurses, and licensed psychiatric technicians.

30 ~~U. Marriage and Family Therapist~~ AC. Licensed Psychologist means a ~~person who meets~~ licensed
 31 individual, pursuant to the ~~minimum professional and licensure requirements set forth in Title~~
 32 ~~9,~~ provisions of Chapter 6.6 of the California Business and Professions Code of Regulations, Section
 33 ~~625,~~ who can provide clinical services to Clients. The license must be current and in force, and,
 34 ~~preferably,~~ has not been suspended or revoked. Also, it is preferred that the individual has at least one
 35 (1) year of experience treating ~~minors~~ children and Transitional Age Youth.

36 ~~VAD.~~ Medical Necessity means ~~the requirements~~ diagnosis, impairment, and intervention related
 37 criteria as defined in the Orange County Mental Health Plan (MHP) under Medical Necessity for Medi-

1 Cal reimbursed Specialty Mental Health Services ~~that includes Diagnosis, Impairment Criteria, and~~
2 ~~Intervention Related Criteria.~~

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

7 ~~X~~AF. Mental Health Rehabilitation Specialist means an individual with a Bachelor's Degree who has
8 four years of experience in a mental health services setting as a specialist in the fields of physical
9 restoration, social adjustment, and/or vocational adjustment.

10 AG. Mental Health Services means an individual or a group ~~therapies and interventions~~ therapy and
11 intervention being provided to Clients that ~~are~~ is designed to ~~provide reduction of~~ reduce mental
12 disability and ~~restoration, improvement or maintenance of~~ restores or improves daily functioning.
13 These Mental Health Services must be consistent with ~~the~~ goals of learning, ~~and~~ development, as well
14 as independent living and enhanced self-sufficiency ~~and that are not.~~ In addition, these services cannot
15 be provided as a component of adult residential services, crisis residential treatment services, crisis
16 intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may
17 include, but are not limited to, assessment, plan development, rehabilitation, and collateral. Also,
18 Mental Health Services may be either face-to-face or by telephone with ~~the client~~ Clients or significant
19 support ~~persons~~ individuals, and services may be provided anywhere in the community.

20 1. Assessment means a service activity ~~designed to evaluate the,~~ which may include a clinical
21 analysis of the history and current status of a Client's mental, emotional, ~~or~~ behavioral health.
22 ~~Assessment includes but is not limited to one or more of the following: mental status determination,~~
23 ~~analysis of the client's clinical history; analysis of disorder, and relevant cultural issues~~ and. The
24 Assessment also needs to include history; of services being provided, diagnosis; and ~~the~~ use of testing
25 procedures.

26 2. Collateral means ~~a service activity to a significant support person in a client's life for the~~
27 ~~purpose of meeting the needs of the client in terms of achieving the goals of the client's client plan.~~
28 ~~Collateral may include but is not limited to consultation and training of the significant support person(s)~~
29 ~~to assist in better utilization of specialty mental health services by the client, consultation and training of~~
30 ~~the significant support person(s) to assist in better understanding of mental illness, and family~~
31 ~~counseling with the significant support person(s).~~ The client significant support individual(s) in a
32 Client's life and is/are used to define services provided to the Client with the intent of improving or
33 maintaining the mental health status of the Client. The Client may or may not be present for this service
34 activity.

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

36 4. Dual Disorders (DD) Integrated Treatment Model means a program that uses a stage-wise
37 treatment model and is non-confrontational, follows behavioral principles, considers interactions

1 between mental illness and substance abuse, and has gradual expectations of abstinence. Mental illness
 2 and substance abuse research has strongly indicated that a Client with co-occurring disorder needs
 3 treatment for both problems to recover fully and focusing on one does not ensure the other will go away.
 4 Dual diagnosis services integrate assistance for each condition by helping Clients recover from mental
 5 illness and substance abuse in one setting and at the same time.

6 5. Medication Support Services means ~~those~~ services ~~that~~ provided by a licensed physicians,
 7 registered nurses, or other qualified medical staff, which include; prescribing, administering, dispensing,
 8 and monitoring of psychiatric medications or biologicals that are necessary to alleviate ~~the~~ symptoms of
 9 mental illness. ~~Service activities may~~ These services also include ~~but are not limited to~~ evaluation and
 10 documentation of the ~~need for medication; evaluation of~~ clinical justification and effectiveness ~~and of~~
 11 medication, dosage, side effects; ~~the obtaining of~~, compliance, and response to medication. In addition,
 12 the licensed physicians, registered nurses, or other qualified medical staff must obtain informed consent;
 13 ~~instruction in the use, risks and benefits of and alternatives for medication; and collateral~~ from Clients
 14 prior to providing medication education and plan development related to the delivery of ~~the service~~ these
 15 services and/or assessment ~~of the client. Medication Support Services may be either face to face or by~~
 16 ~~telephone with the client or significant support persons and may be provided anywhere in the~~
 17 ~~community~~ to Clients.

18 46. Rehabilitation Service means ~~a service~~ an activity which includes, ~~but is not limited to~~,
 19 assistance ~~into~~ improving, maintaining, or restoring a ~~e~~Client's or group of ~~beneficiaries'~~ Clients'
 20 functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal
 21 preparation skills, ~~and~~ support resources and/or medication education.

22 57. Targeted Case Management means services that assist a ~~e~~Client to access needed medical,
 23 educational, social, prevocational, vocational, rehabilitative, or other community services. These
 24 service activities may include, but are not limited to, ~~communication, coordination;~~ communicating and
 25 coordinating services through referral; monitoring service delivery to ensure ~~e~~Clients' access to service
 26 and the service delivery system; ~~monitoring of the client's and tracking Clients'~~ progress; and plan
 27 development. ~~Targeted Case Management may be either face to face or by telephone with the client or~~
 28 ~~significant support persons and may be provided anywhere in the community. EPSDT has further~~
 29 ~~requirements that Targeted Case Management must address the mental health condition in order to bill~~
 30 ~~Medi-Cal.~~

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

34 78. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions, with a
 35 ~~client, that are~~ Client, which is designed to reduce or eliminate targeted behaviors as identified in the
 36 ~~e~~Client's treatment plan. ~~Collateral services are also provided to earegivers~~ parent(s)/guardian(s) as part
 37 of TBS. ~~Partners~~ Clients must be Medi-Cal ~~partners,~~ eligible Clients and ~~must~~ meet TBS class

1 membership and service need requirements. Documentation in the medical record must support medical
 2 necessity for these intensive services. Cases in which ~~partners~~ Clients are receiving more than twenty
 3 (20) hours per week of TBS or those who are expected to receive more than four months (120 days) of
 4 TBS must ~~receive approval from COUNTY. COUNTY must~~ be approved by ADMINISTRATOR.
 5 ADMINISTRATOR has to approve individuals that are delivering these ~~interventions as~~ intervention
 6 services to ensure they are qualified to deliver these services.

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

13 ~~—Z~~ 9. Therapy means a therapeutic intervention that focuses primarily on symptom reduction
 14 as a means to improve functional impairments. Therapy may be delivered to a Client or a group of
 15 Clients which may include family therapy with Client being present.

16 AH. Mental Health Services Act (MHSA) means the State of California law that provides funding
 17 for expanded community mental health services. It is also known as "Proposition 63."

18 ~~AAAI. Mental Health Worker means a person~~ an individual who has obtained a Bachelor's degree in a
 19 mental health field or has a high school diploma ~~and~~ along with two (2) years of experience delivering
 20 services in a mental health field, ~~preferably working with minors, or is/has been a consumer of mental~~
 21 ~~health or a family member of a consumer.~~

22 ~~ABAJ. Mentoring Services means a service that has as its main component~~ provides support to Clients
 23 by building a structured and trusting relationship ~~that exists~~ over a prolonged period of time between
 24 ~~two people where~~ a Client and a mentor. The mentor is a peer or older ~~and more experienced~~ individual
 25 who provides one-to-one contact and support in the following areas to assist ~~another individual, be it a~~
 26 ~~child or youth, a transitional age youth, or a Client(s)/parent, through the human development process,~~
 27 ~~by providing~~ (s)/guardian(s): consistent support, guidance, and coaching in life skills; concrete help
 28 and/or other relationship-building activities to ~~those persons receiving~~ the
 29 Client(s)/parent(s)/guardian(s); and linking the Client(s)/parent(s)/guardian(s) to other services ~~from~~
 30 ~~Children and Youth Services, COUNTY, or~~ within the County and contract operated programs.

31 1. Paid TAY Mentor means an individual, age eighteen (18) to twenty-five (25), who has been
 32 screened and trained to provide mentoring services and is reimbursed for providing such services under
 33 the Mentoring Services Contract. A different designation for this position is permissible for purposes of
 34 CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by
 35 clear cross-referencing in all reports and communications to ADMINISTRATOR.

36 2. Paid Parent Mentor means a person an individual, age twenty-six (26) and older, who has
 37 been screened and trained to provide mentoring services and is reimbursed for providing such services

1 under ~~this Agreement~~ the Mentoring Services Contract. A different designation for this position is
 2 permissible for purposes of CONTRACTOR's employment records and recruitment efforts if such
 3 designation is accompanied by clear cross-referencing in all reports and communications to
 4 ADMINISTRATOR.

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

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

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

23 ~~ADAL.~~ Notice of Action (NOA-A) means a Medi-Cal requirement that informs the beneficiary that s/he
 24 is not entitled to any specialty mental health service. The County of Orange has expanded the
 25 requirement for an NOA-A to all beneficiaries requesting an assessment for services and found not to
 26 meet the medical necessity criteria for specialty mental health services.

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

30 ~~AE.~~ ~~Outreach means activities that involve~~ AN. Outcomes Analyst/Data Mining Analyst
 31 means an individual who ensure that a Full Service Partnership program maintains a focus on program
 32 outcomes. This individual will be responsible for reviewing outcome data, analyzing data, and
 33 developing strategies for gathering new data from Client's perspective to improve FSP's understanding
 34 of Client's needs and desires towards furthering their Recovery. This individual will also provide
 35 feedback to the program and work collaboratively with the employment specialist, education specialist,
 36 benefits specialist, and other staff in the program to strategize and improve outcomes in service
 37 delivery. In addition, this position will be responsible for attending all data and outcome related

1 meetings and ensuring that the FSP is being proactive in all data collection requirements and changes at
2 the local and state levels.

3 AO. Outreach means linking potential Clients to appropriate mental health services within the
4 community. Outreach activities will include educating the community about the services offered and
5 requirements for participation in the programs. Such activities ~~should~~ may result in the CONTRACTOR
6 developing ~~their own client~~ referral sources for ~~the~~ Clients from various programs ~~they offer~~ being
7 offered within the community.

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

10 AGAP. Parent Partner means ~~person who is a parent~~ an individual who supports and assists other
11 parent(s)/guardian(s) with children or youth in the system and ~~has~~ is hired due to his/her own personal
12 experience ~~with a person who~~ and knowledge in raising a child or youth with emotional/behavioral
13 disturbance. For Wraparound Orange County, it is ~~emotionally/behaviorally disturbed and who has~~
14 ~~been through COUNTY's welfare services,~~ required that this individual has exposure to the County's
15 Welfare Services, Probation, or Mental Health System and ~~who provides~~ can provide support to the
16 Family Team and the parent(s)/guardian(s) in particular. ~~The criteria of having been through one of the~~
17 ~~above COUNTY systems may be waived with consent from COUNTY.~~

18 ~~AH~~ AQ. Personal Service Coordinator (PSC) means an individual with a Bachelor's degree in
19 human services or related field. It is preferred that the individual has at least two years of related
20 experience with mental health services, or three years experience as a Client in a similar program who
21 has graduated to self-sufficiency. A PSC leads the implementation of a service plan covering an entire
22 range of needs for the Client and/or Client's family to promote success, safety, and permanence in the
23 home, school, workforce, and community and lead Clients to self-sufficiency.

24 AR. Pre-Licensed Psychologist means ~~a person~~ an individual who has ~~obtained~~ a Ph.D. or Psy.D. in
25 Clinical Psychology and is registered with the Board of Psychology as a registered Psychology intern or
26 Psychological Assistant, while acquiring hours for licensing, and ~~waived~~ providing services under a
27 waiver in accordance with W&IC ~~S~~ section 575.2. The waiver may not exceed five (5) years. ~~A student~~
28 ~~intern is a person enrolled in an accredited graduate or undergraduate program accumulating supervised~~
29 ~~work experience hours as part of field work, internship, or practicum requirements. Acceptable~~
30 ~~programs include all programs that assist the student in meeting the educational requirements in~~
31 ~~becoming a Marriage and Family Therapist, a Licensed Clinical Social Worker, or a licensed Clinical~~
32 ~~Psychologist or to obtain a bachelors degree. Persons with graduate degrees and who have two (2) years~~
33 ~~full-time experience in a mental health setting, either post-degree or as part of the program leading to~~
34 ~~the graduate degree, shall not be considered as students.~~

35 AIAS. Pre-Licensed Therapist means ~~a person~~ an individual who has ~~obtained~~ a Masters Degree in
36 Social Work or Marriage and Family Therapy (MFT) and is registered with the Board of Behavioral
37 Sciences (BBS) as an ~~Associate Clinical Social Worker~~ associate clinical social worker or MFT intern

1 while acquiring hours for licensing. Registration is subject to regulations adopted by ~~the~~ BBS.

2 ~~—AJ. Personal Service Coordinator (PSC) means person with a Bachelor’s degree in human services~~
 3 ~~or related field, preferably with two years related experience or with three years experience as a client in~~
 4 ~~a similar program who has graduated to self-sufficiency. PSC leads the implementation of a service~~
 5 ~~plan covering the entire range of needs for the client/family to promote success, safety, and permanene~~
 6 ~~in the home school, workforce, and community, leading to self-sufficiency.~~

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

10 ~~—AL~~ AT. Program Director means an individual who is responsible for all aspects of administration
 11 and clinical operations of the mental health program, including development and adherence to the
 12 annual budget. This individual will also be responsible for the following: hiring, development and
 13 performance management of professional and support staff, and ensuring mental health treatment
 14 services are provided in concert with local and state rules and regulations.

15 AU. Promotora de Salud Model means a model where trained individuals, Promotores, work
 16 towards improving the health of the communities by linking neighbors to health care and social services
 17 as well as educating peers about mental illness, disease and injury prevention.

18 AV. Promotores means individuals who are members of the community that function as natural
 19 helpers to address some of the communities’ unmet mental health, health and human service needs.
 20 They are individuals who represent the ethnic, socio-economic and educational traits of the population
 21 being served. Promotores are respected and recognized by peers and have the pulse of the community’s
 22 needs.

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

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

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

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

1 ~~CONTRACTOR administrator~~ ADMINISTRATOR, one (1) ~~C~~ clinician, and one (1) ~~P~~ physician, who are
2 not involved in the clinical care of the cases.

3 ~~—AP~~ AZ. RCL 12 Group Home means a group home reviewed by the State Department of Social
4 Services, Foster Care Rates Bureau ~~and found to meet~~ that meets the requirements for a Rate
5 Classification Level (RCL) of 12.

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

9 ~~AR~~ BB. Referral means ~~providing~~ effectively linking Clients to other services within the ~~effective~~
10 ~~linkage of a client to another service, when indicated, with~~ community and documenting follow-up ~~to be~~
11 provided within five (5) ~~working~~ business days to assure that ~~the client has~~ Clients have made contact
12 with the referred service(s).

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

15 ~~—AT~~ BC.RX America means the Pharmaceutical Benefits Management (PBM) Company that
16 manages the medication benefits for Behavioral Health Services (BHS) and Medical & Institutional
17 Health Services (MIHS) Clients that are qualified for medication benefits.

18 ~~BD. Student Intern means student(s) currently enrolled in an accredited graduate or undergraduate~~
19 ~~program and is/are accumulating supervised work experience hours as part of field work, internship, or~~
20 ~~practicum requirements. Acceptable programs include all programs that assist student(s) in meeting the~~
21 ~~educational requirements to be a Licensed Marriage and Family Therapist, a Licensed Clinical Social~~
22 ~~Worker, or a Licensed Clinical Psychologist or to obtain a Bachelor's degree. Individuals with graduate~~
23 ~~degrees and have two (2) years of full-time experience in a mental health setting, either post-degree or~~
24 ~~as part of the program leading to the graduate degree, are not considered as students.~~

25 ~~BE. Supervisory Review means ongoing clinical case reviews in accordance with procedures~~
26 ~~developed by the COUNTY, to determine the appropriateness of diagnosis and treatment plan for~~
27 ~~Clients as well and to monitor compliance to the minimum Children and Youth Services (CYS) and~~
28 ~~Medi-Cal charting standards. The Program/Clinic Director~~ Supervisory review is conducted by the
29 ~~program/clinic director or designee~~ ~~conducts Supervisory Review.~~

30 ~~—AU~~ BF. Token means the security device which allows an end-user to access the County of Orange,
31 Health Care Agency's (HCA) computer based Integrated Records Information System (IRIS).

32 ~~BG. UMDAP means Universal Method of Determining Ability to Pay (set by the State of~~
33 ~~California).~~

34 ~~BH. Wellness Coordinator means an individual who specializes in assisting Clients with access to a~~
35 ~~myriad of health care needs, nutrition resources, and other community supports. This individual will be~~
36 ~~responsible for documenting the services required as well as communicating the needs of Clients to the~~
37 ~~team.~~

BI. Wraparound Orange County (WOC) means the wraparound program administered by the COUNTY Social Services Agency and is available to ~~clients~~ children and transitional age youth who are returning from or being considered for placement in group homes.

~~AVBJ.~~ Youth Partner/Specialist means ~~a person~~ an individual who ~~may have a Bachelor's degree or a~~ has a high school diploma ~~with,~~ preferably a bachelor's degree in human services or a related field, and has a background working with ~~minors, who provides~~ children and transitional age youth. This individual is to provide consistent, reinforcing support to ~~a consumer~~ Clients by allowing opportunities ~~and~~ for Clients to learn and practice ~~pro~~social behavior, problem solving skills, and coping skills. In the spirit of MHSA, these positions can be filled by adequate numbers of bilingual, bicultural staff in order to meet the referral needs of the program and the threshold language requirements for Orange County. It is also recommended by the COUNTY that former mental health Clients and/or their family members be given the priorities for these positions due to their unique insight into the experiences of Clients.

#

II. BUDGET

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

	7/01/09 6/30/10 <u>JULY 1, 2010</u>		<u>MAXIMUM</u>
	<u>THROUGH JUNE 30, 2011</u>	<u>BUDGET</u>	<u>OBLIGATION</u>
ADMINISTRATIVE COSTS			
Salaries	\$«ADMIN_SAL»	\$«ADMIN_SAL_MO»	
Benefits	«ADMIN_BEN»	«ADMIN_BEN_MO»	
Services and Supplies	«ADMIN_SS»	«ADMIN_SS_MO»	
Indirect Costs	«ADMIN_IC»	«ADMIN_IC_MO»	
SUBTOTAL	\$«ADMIN_SUB»	\$«ADMIN_SUB_MO»	
PROGRAM COSTS			
Salaries	\$«PGM_SAL»	\$«PGM_SAL_MO»	
Benefits	«PGM_BEN»	«PGM_BEN_MO»	
Services and Supplies	«PGM_SS»	«PGM_SS_MO»	
Subcontractors	«PGM_SUBC»	«PGM_SUBC_MO»	
SUBTOTAL	\$«PGM_SUB»	\$«PGM_SUB_MO»	
TOTAL GROSS COSTS	\$«TG_COSTS»	\$«TG_COSTS_MO»	

1			
2			
3	REVENUES		
4	State EPSDT (provided by HCA)	\$«STATE_MC_HCA»	\$«STATE_MC_HCA_MO»
5	EPSDT Matching Requirement		
6	(provided by SSA)	«STATE_MC_SSA»	«STATE_MC_SSA_MO»
7	Federal Medi-Cal	«FED_MC»	«FED_MC_MO»
8	TOTAL REVENUE	\$«TOT_REV»	\$«TOT_REV_MO»
9			
10	TOTAL CONTRACT MAXIMUM	\$«TC_MAX»	\$«TC_MAX_MO»

11

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

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

14 unless authorized by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29 CONTRACTOR.

30

31 **III. PAYMENTS**

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

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

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

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

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

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

1 ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the
2 provisional amount specified above has not been fully paid.

3 1. In support of the monthly billing, CONTRACTOR shall submit a monthly Expenditure and
4 Revenue Report as specified in the Reports paragraph of this Exhibit A to the Agreement.
5 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
6 CONTRACTOR as specified in subparagraphs A.2. and A.3. below.

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

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

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

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

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

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

30
31 **IV. SERVICES**

32 **A. FACILITIES**

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

35
36 «FACILITY_ADDR»

37 «FAC_CITY_STATE_ZIP»

1
2 2. CONTRACTOR shall maintain regularly scheduled service hours, five days a week
3 throughout the year, and maintain the capability to provide services during after-school hours on
4 weekdays, and on weekends, if necessary, in order to accommodate clients unable to participate during
5 regular working hours.

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

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

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

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

17 B. SERVICES

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

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

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

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

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

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

34 7. CONTRACTOR shall attend:

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

36 b. Monthly COUNTY staff meetings with CYS Program staff and ADMINISTRATOR to
37 discuss contractual and other issues related to, but not limited to compliance with policies and

1 | procedures, statistics and clinical services.

2 | c. Clinical staff training for individuals by COUNTY representatives. Such training shall
3 | be conducted by CONTRACTOR and/or COUNTY administrative staff.

4 | d. Quarterly QIC meetings.

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

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

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

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

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

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

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

36 | E. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a
37 | manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR

1 shall maintain documentation of such efforts which may include, but not be limited to: records of
 2 participation in COUNTY sponsored or other applicable training; recruitment and hiring policies and
 3 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
 4 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

5 F. REFERRALS TO MHSA – CONTRACTOR shall accept referrals from and make referrals to
 6 the various ~~Mental Health Services Act~~ MHSA programs, as appropriate. CONTRACTOR will ~~eo-~~
 7 ~~ordinate~~ coordinate referrals with other existing ~~mental health services~~ Mental Health Services and with
 8 wraparound services, to ensure that all clients and their families were given access to the most
 9 appropriate level and type of service. Other services may include ~~Wraparound Orange County (WOC);~~
 10 MHSA ~~full-service partnership~~ Full Service Partnership (FSP) programs for ~~children,~~ transitional age
 11 youth or adults, and other COUNTY ~~mental health services~~ Mental Health Services.

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

17 H. COUNTY RESPONSIBILITIES

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

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

22 b. Assist CONTRACTOR in monitoring CONTRACTOR's program to ensure
 23 compliance with workload standards, productivity, and Medi-Cal documentation.

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

26 2. COUNTY's Central Quality Review and Training shall:

27 a. Make available, training to CONTRACTOR's staff in CYS charting procedures.

28 b. Conduct periodic reviews of client charts to monitor CONTRACTOR's compliance
 29 with CYS policies and procedures, and Medi-Cal requirements.

30 c. Monitor CONTRACTOR's completion of corrective action plans filed in response to
 31 Medi-Cal and other reviews.

32 d. Monitor CONTRACTOR's degree of compliance with COUNTY Standards of Care,
 33 and CYS Policies and Procedures, including but not limited to, those pertaining to Quality
 34 Improvement, Medication Monitoring and Supervisory Review.

35 I. QUALITY IMPROVEMENT

36 1. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement
 37 Implementation Plan, and procedures provided by ADMINISTRATOR which describe the requirements

1 for ~~quality improvement, supervisory review, and medication monitoring~~ Quality Improvement,
2 Supervisory Review, and Medication Monitoring.

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

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

9 4. CONTRACTOR shall maintain on file at the facility minutes and records of all quality
10 improvement meetings and processes. Such records and minutes shall also be subject to regular review
11 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
12 CYS ~~p~~Policies and ~~p~~Procedures.

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

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

17 7. CONTRACTOR shall agree to provide, or cause to be provided, training and ongoing
18 consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with CYS
19 Standards of Care practices, Policies and Procedures, Department of Mental Health (DMH) State
20 Contract, documentation standards as per the current CYS Annual Provider Training, Title IX, the State
21 EPSDT Documentation Manual, the State TBS Documentation Manual, and Chapter 26.5 of the
22 Government Code which describes, but is not limited to the requirements for AB3632 and Medi-Cal.

23 8. CONTRACTOR shall agree to adopt and comply with the documentation standards as per
24 the current CYS Annual Provider Training, DMH State Contract, Title IX, the State EPSDT
25 Documentation Manual, the State TBS Documentation Manual, and Chapter 26.5 of the Government
26 Code as provided by ADMINISTRATOR which describes, but is not limited to the requirements for
27 AB3632 and Medi-Cal.

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

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

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

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

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

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

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

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

//

V. STAFFING

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

B. CONTRACTOR shall provide the following staffing, expressed in Full-Time Equivalent (FTEs), which shall be equal to an average of forty (40) hours per week, to provide Wraparound ~~mental health services~~ Mental Health Services:

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	<u>PROGRAM</u>	<u>FTEs</u>
1		
2		
3	Accounting Clerk	«ACCTG_CLK»
4	Accounting Specialist	«ACCTG_SPEC»
5	Administrative Assistant/Secretary	«ADMIN_AST»
6	Assistant Executive Director / <u>VP</u>	«AST_EX_DIR»
7	Billing Clerk	«BILL_CLK»
8	Bookkeeper	«BKKPR»
9	Care Coordinator	«CARE_COORD»
10	Data Entry Clerk	«DE_CLK»
11	Executive Director / <u>President</u>	«EX_DIR»
12	Finance Manager	«FIN_MGR»
13	Human Resource Specialist	«HR_SPEC»
14	Parent Partner	«P_PTNR»
15	Program Administrator	«PGM_ADMIN»
16	Program Assistant	«PGM_ASST»
17	Program Director	«PGM_DIR»
18	Program Manager	«PGM_MGR»
19	Quality Assurance	«QA_COORD»
20	Coordinator «TITLE_HCA_QACF1»	« HCA -QA_COORD»
21	Quality Assurance Director	«QA_DIR»
22	Regional Wraparound Director	«REG_WRAP_DIR»
23	Supervisor	«SUPV»
24	Wraparound Director	«WRAP_DIR»
25	Wraparound Supervisor	«WRAP_SUPV»
26	Youth Partner	« <u>Y_PTNR</u> »
27		
28	TOTAL PROGRAM FTEs	«TOT_FTEs»

//

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

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

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

5 b. A student intern is a person enrolled in an accredited graduate or undergraduate
6 program accumulating supervised work experience hours as part of field work, internship, or practicum
7 requirements. Acceptable programs include all programs that assist the student in meeting the
8 educational requirements in becoming a Marriage and Family Therapist, a Licensed Clinical Social
9 Worker, or a ~~L~~icensed Clinical Psychologist or obtain a Bachelor's degree. Persons with graduate
10 degrees and who have two (2) years full-time experience in a mental health setting, either post-degree or
11 as part of the program leading to the graduate degree, shall not be considered as students.

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

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

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

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

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

32 D. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis
33 intervention or indications of suicidal risk (depending on scope of practice), developing safety plans,
34 maintaining healthy boundaries, reporting child abuse, dealing with difficult clients, meeting facilitation
35 and medication, confidentiality, identification of strengths, promoting life skills and such other topics
36 identified by the COUNTY. Formal training sessions may also be used to cover these topics but cannot
37 substitute for weekly supervision hours.

1 E. WORKLOAD STANDARDS – CONTRACTOR shall provide a minimum of «MO_DSH»
 2 billable DSH's per month or «ANNUAL_DSH» billable DSH's per year, of ~~mental health services~~
 3 Mental Health Services as specified in the Services paragraph of this Exhibit A to the Agreement.
 4 CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to
 5 exceed this minimum.

6 ~~D.F.~~ CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend any of the
 7 requirements described in this Staffing paragraph.

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

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13 VI. REPORTS

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

17 B. FISCAL

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

24 2. CONTRACTOR shall submit quarterly Year-End Expenditure and Revenue Projection Reports
 25 to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
 26 ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for
 27 CONTRACTOR's program(s) or cost center(s) described in the Service paragraph of this Exhibit A to
 28 this Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated
 29 monthly costs and revenue to the end of the fiscal year. The reports shall also include units of service
 30 and number of participants by program. Year-End Projection Reports shall be submitted in conjunction
 31 with the monthly Expenditure and Revenue Reports ~~and shall be due on the following dates:~~
 32 ~~October 15, 2009, January 15, 2010, and April 15, 2010.~~

33 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
 34 These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
 35 actual staff hours worked by position, DSH's provided by position, case load by position, and shall
 36 include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly
 37 salary, actual salary, and hire and/or termination date. The reports shall be received by

1 ADMINISTRATOR no later than fifteen (15) calendar days following the end of the month being
2 reported.

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

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

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

19 G. CONTRACTR and ADMINISTRATOR may mutually agree, in writing, to amend any of the
20 requirement described in this Reports paragraph.

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