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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2010~~9~~ through June 30, 2011~~0~~

Maximum Obligation: \$133,299

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Korean Community Services
 8633 Knott Ave.
 Buena Park, CA 90620

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Coverage	per Occurrence
Commercial	
Comprehensive General Liability with broad form Property damage and contractual liability	\$1,000,000 combined single limit Combined Single limit per occurrence \$2,000,000 Aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit 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
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)~~ 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~~rocedures 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.

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

1 ADMINISTRATOR's Compliance Officer, CONTRACTOR shall ensure that its employees,
 2 subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if
 3 appropriate, ("Covered Individuals") relative to this Agreement are made aware of CONTRACTOR's
 4 ~~Policies and 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 ADMINSTRATOR 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 Compliance,
 10 ADMINISTRATOR has developed a Code of Conduct for adherence by ~~all HCA~~ ADMINISTRATOR's
 11 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 Contractor~~
 33 ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure
 34 to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall
 35 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, ~~HCA~~
 27 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 ~~C. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known
7 to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal
8 regulations regarding confidentiality.~~

9 ~~D. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and
10 security, and shall include them in all subcontracts.~~

11 ~~E. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
12 week, of any suspected or actual breach of computer system security, if the security breach would
13 require notification under Civil Code Section 1798.82.~~

14 **V. COST REPORT**

15
16 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
17 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance
18 with all applicable federal, state and county requirements and generally accepted accounting principles.
19 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
20 and funding sources in accordance with such requirements and consistent with prudent business
21 practice, which costs and allocations shall be supported by source documentation maintained by
22 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

34 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
35 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
36 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. ~~In no case shall
37 extensions be granted for more than seven (7) calendar days.~~

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

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

11 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 12 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth
 13 on Page 3 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not
 14 reimbursable pursuant to applicable federal, state and county laws, regulations and requirements. Any
 15 payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an
 16 unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or
 17 other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or
 18 COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the
 19 reimbursement due COUNTY.

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

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

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

34 ~~G~~ F. The Cost Report shall contain the following attestation, which may be typed directly on or
 35 attached to the Cost Report:

36
 37 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and

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

8
9 Signed _____
10 Name _____
11 Title _____
12 Date _____"

13
14 **VI. DELEGATION ~~AND~~, ASSIGNMENT AND SUBCONTRACTS**

15 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
16 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
17 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
18 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
19 they relate to the service or activity under subcontract, and include any provisions that
20 ADMINISTRATOR may require. No subcontract shall terminate or alter the responsibilities of
21 CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights
22 hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

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

36
37 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

11 | **VIII. EQUIPMENT**

13 | A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
 14 | moveable property of a relatively permanent nature with significant value. Equipment which costs
 15 | \$5,000 or over, including sales taxes, freight charges and other taxes are considered ~~fixed assets.~~ Fixed
 16 | Assets. Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes
 17 | are considered ~~Minor Equipment.~~ or Controlled Assets. The cost of Equipment purchased, in whole
 18 | or in part, with funds paid pursuant to this Agreement shall be depreciated according to generally
 19 | accepted accounting principles.

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

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

32 | D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
 33 | with funds paid through this Agreement ~~in accordance with guidelines set forth in COUNTY's~~
 34 | ~~"Accounting Procedures Manual," as periodically amended.~~ including date of purchase, purchase price,
 35 | serial number, model and type of Equipment. Such inventory shall be available for review by
 36 | ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of
 37 | ~~undepreciated~~ Equipment cost, if any.

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

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

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

14 IX. FACILITIES, PAYMENTS AND SERVICES

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

21 ~~X.X.~~ INDEMNIFICATION AND INSURANCE

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

33 B. Without limiting CONTRACTOR’s indemnification, it is agreed that CONTRACTOR shall
 34 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance
 35 covering its operations as specified on Page 3 of this Agreement.

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

1 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
 2 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
 3 amount not to exceed the reimbursement due COUNTY.

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

8 9 **XI. LICENSES AND LAWS**

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

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

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

15. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A122, and A-133.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

//

~~XIII.~~XIII. LITERATURE AND ADVERTISEMENTS

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

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

XII. MAXIMUM OBLIGATION

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this

1 Agreement is as specified on Page 3 of this Agreement.
 2
 3

4 ~~XV.~~XV. NONDISCRIMINATION

5 A. EMPLOYMENT

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

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

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

28 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
 29 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
 30 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
 31 (40 and over), sexual ~~preference~~ orientation, medical condition, or physical or mental disability in
 32 accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of
 33 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
 34 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
 35 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
 36 regulations, as all may now exist or be hereafter amended or changed.

37 1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the

1 following based on one or more of the factors identified above:

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

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

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

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

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

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

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

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

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

1 federal or state law.

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

6
7 **XIII. NOTICES**

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

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

16 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
17 otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed,
18 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
19 expedited delivery service.

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

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

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

28
29 **XIV. NOTIFICATION OF DEATH**

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

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

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

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

4 B. TERMINAL ILLNESS DEATH

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

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

15 #

16 ~~XVIII.~~XIII. **NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

24 //

25 **XV. RECORDS MANAGEMENT AND MAINTENANCE**

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

29 1. California Code of Regulation Title 22, ~~Chapter 7, Article 6, §75055 – Retention of records~~
30 ~~by outpatient medical facilities.~~ §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and
31 77143(a).

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

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

36 ~~4. 45 CFR, HIPAA Privacy Rule (Designated Record Set).~~

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

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

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

9 C. CONTRACTOR's patient records shall be maintained in a secure manner. CONTRACTOR
10 shall maintain patient records and must establish and implement written record management procedures.

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

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

16 ~~F.~~ F. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the
17 definition of medical records and identified this new record set as a Designated Record Set (DRS).
18 CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,
19 participants and patients be provided the right to access or receive a copy of their DRS and/or request
20 addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a
21 covered entity that is:

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

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

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

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

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

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

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

11 ~~K~~L. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
12 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
13 CONTRACTOR.

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

16 ~~M~~N. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
17 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that
18 is requested by the PRA request.

19
20 ~~XX~~.XX. **REVENUE**

21 A. CLIENT FEES - CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
22 clients, except AB3632 clients, to whom services, other than Medi-Cal Services, are provided pursuant
23 to this Agreement, their estates and responsible relatives, according to their ability to pay as determined
24 by the State Department of Mental Health's "Uniform Method of Determining Ability to Pay"
25 (UMDAP) procedure, and in accordance with Title 9 of the California Code of Regulations. Such fee
26 shall not exceed the actual cost of services provided. No client shall be denied services because of an
27 inability to pay.

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

31 ~~B~~C. PROCEDURES - CONTRACTOR shall maintain internal financial controls which adequately
32 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically
33 provide for the identification of delinquent accounts and methods for pursuing such accounts.
34 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
35 status of fees which are billed, collected, transferred to a collection agency or deemed by
36 CONTRACTOR to be uncollectible.

37 #

XVI. SEVERABILITY

1
2 ~~—~~ If a court of competent jurisdiction declares any provision of this Agreement or application
3 thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes
4 any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement
5 or the application thereof shall remain valid, and the remaining provisions of this Agreement shall
6 remain in full force and effect, and to that extent the provisions of this Agreement are severable.

XVII. SPECIAL PROVISIONS

7
8
9 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
10 purposes:

- 11 1. Making cash payments to intended recipients of services through this Agreement.
- 12 2. Lobbying any governmental agency or official or making political contributions.
- 13 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to
14 Title 31, U.S.C.A, Section 1352 (e.g., limitation on use of appropriated funds to influence certain
15 federal contracting and financial transactions).
- 16 3. Supplanting current funding for existing services.
- 17 4. Fundraising.
- 18 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
19 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

20 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
21 services.

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

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

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

- 30 1. Purchasing or improving land, including constructing or permanently improving any
31 building or facility, except for tenant improvements.
- 32 2. Providing inpatient hospital services or purchasing major medical equipment.
- 33 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
34 funds (matching).
- 35 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
36 CONTRACTOR's clients.
- 37 5. Funding travel or training (excluding mileage or parking).

1 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
2 another entity without the prior written consent of COUNTY.

3 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
4 required pursuant to this Agreement.

5 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of
6 this Agreement.

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

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

13 D. CONTINGENT FUNDING

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

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

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

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

21 ~~COUNTY shall reimburse CONTRACTOR for services pre-approved by ADMINISTRATORS on a~~
22 ~~Prior Authorization Form. These services must be provided prior to termination of this Agreement.~~

23 E. In the event this Agreement is terminated prior to the completion of the term as specified on
24 Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
25 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

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

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

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

32 3. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
33 their best interests.

34 4. If records are to be transferred to COUNTY, pack and label such records in accordance
35 with directions provided by ADMINISTRATOR.

36 5. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
37 supplies purchased with funds provided by COUNTY.

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

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

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

XIX. THIRD PARTY BENEFICIARY

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

XX. WAIVER OF DEFAULT OR BREACH

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

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

3
4 KOREAN COMMUNITY SERVICES

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10
11 COUNTY OF ORANGE

12
13 BY: _____ DATED: _____

14 CHAIR OF THE BOARD OF SUPERVISORS

15
16 SIGNED AND CERTIFIED THAT A COPY
17 OF THIS DOCUMENT HAS BEEN DELIVERED
18 TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
19 ATTEST:

20
21 _____ DATED: _____

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

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

30
31 BY: _____ DATED: _____

32 DEPUTY

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

EXHIBIT A
TO AGREEMENT WITH
KOREAN COMMUNITY SERVICES
~~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 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) ~~and documentation that the clients are receiving services at a~~. Documentation also includes level and, frequency, and duration that is of services received by Clients, and these services must be consistent with each client's Clients' level of impairment and impairments as well as treatment goals and consistent with. 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.

E. CAMINAR means software ~~designed~~ used for ~~the~~ collection, tracking, and reporting ~~outcomes~~ date of outcome data for eClients enrolled in the Full Service Partnerships ~~Programs~~ (FSP) programs.

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

2. Data Certification means ~~the process of~~ reviewing outcome data mandated by the State and ~~the~~ County ~~mandated outcome data~~ for accuracy and signing ~~the~~ a "Certification of Accuracy of Data ~~form indicating that~~" attesting to the accuracy of data is accurate entered into CAMINAR.

3. Key Events Tracking (KET) means ~~the~~ tracking ~~of a client's movement~~ Clients' service movements or changes in ~~the~~ CAMINAR ~~system~~. A KET must be completed and Client data entered accurately into CAMINAR each time the ~~Agency is reporting~~ CONTRACTOR reports a change ~~from previous client~~ 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 eClient that

1 must be completed and entered into CAMINAR ~~system~~ within thirty (30) days of the ~~Partnership~~ ESP
2 date.

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

6 G. Client/~~Consumer/Partner~~ means any ~~person~~ individual, referred or enrolled, for services under
7 this agreement, ~~who is~~ suffering from mental, emotional, or behavioral disorders.

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

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

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

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

26 L. Education Coordinator means an individual who is responsible for providing assistance and
27 support with educational and vocational services as well as developing resources for those Clients that
28 wish to further their education or training.

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

34 N. Engagement means the process ~~by which~~ where a trusting relationship between ~~worker and~~
35 ~~client(s) is established with the goal~~ CONTRACTOR's staff and Client is developed over a short period
36 of time, so CONTRACTOR and Client can develop a plan to link the ~~individual(s) to the~~ Client to
37 appropriate services within the community. Engagement of ~~eClient(s)~~ Client is the objective of a

1 successful outreach.

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

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

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

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

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

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

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

29 V. Housing Coordinator means an individual who is responsible of for assisting Clients with
30 housing solutions. This individual is also responsible for outreach and networking within the
31 community to maintain an up-to-date record of available housing resources. In addition, the
32 coordinator will work with the treatment team to assess the needs of Clients.

33 W. Individual Services and Support Funds (Flexible Funds) means funds ~~intended for~~ use to
34 provide eClients and/or their families with immediate assistance, as deemed necessary, for the treatment
35 of their mental illness and improve their overall quality of life. Flexible Funds are generally categorized
36 as housing, ~~client~~ transportation, food, clothing, medical, and miscellaneous expenditures that are
37 individualized and appropriate to support eClient's mental health treatment activities.

1 X. Intake means the initial meeting between a eClient and CONTRACTOR's staff, and includes it
 2 will include an evaluation of the Client to determine if the eClient meets program criteria and is willing
 3 to seek services.

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

10 Z. Licensed Clinical Social Worker means ~~an a licensed~~ individual ~~to whom a license has been~~
 11 ~~issued,~~ pursuant to the provisions of Chapter 14 of the California Business and Professions Code, ~~which~~
 12 ~~license is-~~ who can provide clinical services to Clients. The license must be current and in force, and
 13 has not been suspended or revoked ~~and preferably,-~~. Also, it is preferred that the individual has at least
 14 one (1) year of experience treating minors children and Transitional Age Youth.

15 AA. Licensed Marriage and Family Therapist means ~~an a licensed~~ individual ~~to whom a license has~~
 16 ~~been issued,~~ pursuant to the provisions of Chapter 13 of the California Business and Professions Code,
 17 ~~which license~~ pursuant to the provisions of Chapter 14 of the California Business and Professions Code,
 18 who can provide clinical services to Clients. The license must be current and in force, and has not been
 19 suspended or revoked. Also, it is ~~in force and has not been suspended or revoked and preferably,~~
 20 preferred that the individual has at least one (1) year of experience treating minors children and
 21 Transitional Age Youth.

22 AB. Licensed Mental Health Professional ~~means~~ Professionals mean licensed physicians, ~~licensed~~
 23 ~~psychologists, licensed clinical social workers, licensed marriage and family therapists~~ Licensed
 24 Psychologists, Licensed Clinical Social Workers, Licensed Marriage and Family Therapists, registered
 25 nurses, licensed vocational nurses, and licensed psychiatric technicians.

26 AC. Licensed Psychologist means ~~an individual to whom a license has been issued~~ licensed
 27 individual, pursuant to the provisions of Chapter 6.6 of the California Business and Professions Code,
 28 ~~which license is-~~ who can provide clinical services to Clients. The license must be current and in force,
 29 and has not been suspended or revoked ~~and preferably,-~~. Also, it is preferred that the individual has at
 30 least one (1) year of experience treating minors children and Transitional Age Youth.

31 AD. Medical Necessity means ~~the requirements~~ diagnosis, impairment, and intervention related
 32 criteria as defined in the Orange County Mental Health Plan (MHP) under Medical Necessity for Medi-
 33 Cal reimbursed Specialty Mental Health Services ~~that includes Diagnosis, Impairment Criteria and~~
 34 ~~Intervention Related Criteria.~~

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

1 and response of the Client to medication.

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

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

15 1. Assessment means a service activity, which may include a clinical analysis of the history
16 and current status of a ~~beneficiary's~~ Client's mental, emotional, ~~or~~ behavioral disorder, and relevant
17 cultural issues ~~and~~ . The Assessment also needs to include history of services being provided,
18 diagnosis, and ~~the~~ use of testing procedures.

19 2. Collateral means ~~a~~ significant support ~~person~~ individual(s) in a ~~beneficiary's~~ Client's life
20 and ~~is/are~~ used to define services provided to ~~them~~ the Client with the intent of improving or
21 maintaining the mental health status of the ~~e~~Client. The ~~beneficiary~~ Client may or may not be present
22 for this service activity.

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

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

32 5. Medication Support Services means ~~those~~ services provided by a licensed physicians,
33 registered nurses, or other qualified medical staff, which includes: prescribing, administering,
34 dispensing and monitoring of psychiatric medications or biologicals ~~and which~~ that are necessary to
35 alleviate ~~the~~ symptoms of mental illness. These services also include evaluation and documentation of
36 the clinical justification and effectiveness ~~for use of the~~ medication, dosage, side effects, compliance,
37 and response to medication, ~~as well as obtaining~~ . In addition, the licensed physicians, registered nurses,

1 or other qualified medical staff must obtain informed consent, from Clients prior to providing
 2 medication education and plan development related to the delivery of ~~the service~~these services and/or
 3 assessment ~~of the beneficiary~~to Clients.

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

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

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

18 ~~9~~ 8. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions
 19 with a eClient, which ~~are~~is designed to reduce or eliminate targeted behaviors as identified in the
 20 eClient's treatment plan. ~~Collateral services are also provided to~~caregiversparent(s)/guardian(s) as part
 21 of TBS. Clients must be Medi-Cal clients,eligible Clients and ~~must~~ meet TBS class membership and
 22 service need requirements. Documentation in the medical record must support medical necessity for
 23 these intensive services. Cases in which eClients are receiving more than twenty (20) hours per week of
 24 TBS or those who are expected to receive more than four months (120 days) of TBS must ~~receive~~
 25 ~~approval from COUNTY. COUNTY must~~be approved by ADMINISTRATOR. ADMINISTRATOR
 26 has to approve individuals that are delivering these ~~interventions as~~intervention services to ensure they
 27 are qualified to deliver these services.

28 9. Therapy means a therapeutic intervention that focuses primarily on symptom reduction as a
 29 means to improve functional impairments. Therapy may be delivered to a Client or a group of Clients
 30 which may include family therapy with Client being present.

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

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

36 AJ. Mentoring Services means a service that provides support to Clients by building a structured
 37 and trusting relationship over a prolonged period of time between a Client and a mentor. The mentor is

1 a peer or older individual who provides one-to-one contact and support in the following areas to assist
 2 Client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills; concrete help
 3 and/or other relationship-building activities to the Client(s)/parent(s)/guardian(s); and linking the
 4 Client(s)/parent(s)/guardian(s) to other services within the County and contract operated programs.

5 1. Paid TAY Mentor means an individual, age eighteen (18) to twenty-five (25), who has been
 6 screened and trained to provide mentoring services and is reimbursed for providing such services under
 7 the Mentoring Services Contract. 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-referencing in all reports and communications to ADMINISTRATOR.

10 2. Paid Parent Mentor means an individual, age twenty-six (26) and older, who has been
 11 screened and trained to provide mentoring services and is reimbursed for providing such services under
 12 the Mentoring Services Contract. A different designation for this position is permissible for purposes of
 13 CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by
 14 clear cross-referencing in all reports and communications to ADMINISTRATOR.

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

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

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

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

34 AN. Outcomes Analyst/Data Mining Analyst means an individual who ensure that a Full Service
 35 Partnership program maintains a focus on program outcomes. This individual will be responsible for
 36 reviewing outcome data, analyzing data, and developing strategies for gathering new data from Client's
 37 perspective to improve FSP's understanding of Client's needs and desires towards furthering their

1 Recovery. This individual will also provide feedback to the program and work collaboratively with the
 2 employment specialist, education specialist, benefits specialist, and other staff in the program to
 3 strategize and improve outcomes in service delivery. In addition, this position will be responsible for
 4 attending all data and outcome related meetings and ensuring that the FSP is being proactive in all data
 5 collection requirements and changes at the local and state levels.

6 AO. Outreach means ~~the outreach to~~ linking potential ~~clients to link them~~ Clients to appropriate
 7 mental health services ~~and may include~~ within the community. Outreach activities ~~that involve~~ will
 8 include educating the community about the services offered and requirements for participation in the
 9 programs. Such activities ~~should~~ may result in the CONTRACTOR developing ~~their own client~~ referral
 10 sources for ~~the~~ Clients from various programs ~~they offer~~ being offered within the community.

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

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

25 AR. Pre-Licensed Psychologist means an individual who has ~~obtained~~ a Ph.D. or Psy.D. in Clinical
 26 Psychology and is registered with the Board of Psychology as a registered Psychology intern or
 27 Psychological Assistant, ~~while~~ acquiring hours for licensing, and ~~waived~~ providing services under a
 28 ~~waiver~~ in accordance with W&IC section 575.2. The waiver may not exceed five (5) years.

29 AS. Pre-Licensed Therapist means an individual who has ~~obtained~~ a Masters Degree in Social Work
 30 or Marriage and Family Therapy (MFT) and is registered with the Board of Behavioral Sciences (BBS)
 31 as an ~~Associate Clinical Social Worker~~ associate clinical social worker or MFT intern ~~while~~ acquiring
 32 hours for licensing. Registration is subject to regulations adopted by ~~the~~ BBS.

33 AT. Program/~~Clinical~~ Director means an individual who ~~meets the minimum requirements set forth~~
 34 ~~in Title 9, California Code~~ is responsible for all aspects of ~~Regulations, administration~~ and ~~has at least~~
 35 ~~two (2) years~~ clinical operations of ~~full-time~~ the mental health program, including development and
 36 adherence to the annual budget. This individual will also be responsible for the following: hiring,
 37 development and performance management of professional ~~experience working~~ and support staff, and

1 ensuring mental health treatment services are provided in concert with ~~minors in a mental health~~
 2 ~~setting~~ local and state rules and regulations.

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

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

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

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

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

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

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

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

35 BC. RX America means the Pharmaceutical Benefits Management (PBM) eCompany that manages
 36 the medication benefits ~~that are given to~~ for Behavioral Health Services (BHS) ~~&~~ and Medical &
 37 Institutional Health Services (MIHS) eClients that ~~qualify~~ are qualified for medication benefits.

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

9 BE. Supervisory Review means ongoing clinical case reviews in accordance with procedures
 10 developed by ~~county,~~ the COUNTY to determine the appropriateness ~~of~~ diagnosis and treatment plan for
 11 Clients as well and to monitor compliance to the minimum CYS and Medi-Cal charting standards.
 12 Supervisory review is conducted by the program/clinic director or designee.

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

15 BG. UMDAP means Universal Method of Determining Ability to Pay (set by the State of
 16 California).

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

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

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

34 #

35 **II. BUDGET**

36 A. COUNTY shall pay CONTRACTOR in accordance with the Payments paragraph in this
 37 Exhibit A to the Agreement and the following budgets, which are set forth for informational purposes

1 only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and
2 CONTRACTOR.

	<u>BUDGET</u>
ADMINISTRATIVE COST	
Salaries	\$ 6,800
Benefits	1,428
Indirect	<u>6,000</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 14,228
PROGRAM COST	
Salaries	\$ 35,020
Benefits	7,354
Services and Supplies	38,654
Subcontractors	<u>38,043</u>
SUBTOTAL PROGRAM COST	\$119,071
TOTAL GROSS COSTS	\$133,299
REVENUE	
Mental Health Services Act	<u>\$133,299</u>
TOTAL REVENUE	\$133,299
TOTAL MAXIMUM OBLIGATION	\$133,299

25 //

26 B. CONTRACTOR shall make written application to ADMINISTRATOR, in advance, to shift
27 funds between programs, or between budgeted line items within a program, for the purpose of meeting
28 specific program needs or for providing continuity of care to its clients. CONTRACTOR'S application
29 shall include a narrative specifying the purpose of the request, the amount of said funds to be shifted,
30 and the sustaining impact of the shift as may be applicable to future years. Approval by
31 ADMINISTRATOR shall be in writing to CONTRACTOR prior to implementation by
32 CONTRACTOR.

III. PAYMENTS

34 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$11,109
35 per month. All payments are interim payments only and subject to Final Settlement in accordance with
36 the Cost Report paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the
37 actual cost of providing the services, which may include Indirect Administrative Costs, as identified in

1 Paragraph II.A. of this Exhibit A; provided, however, the total of such payments does not exceed
 2 COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs are
 3 reimbursable pursuant to county, state, and/or federal regulations. ADMINISTRATOR may, at its
 4 discretion, pay supplemental billings for any month for which the provisional amount specified above
 5 has not been fully paid.

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

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

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

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

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

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

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

32 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
 33 Subparagraph III. above.

34 **IV. SERVICES**

35 A. FACILITY - CONTRACTOR shall maintain one (1) facility at the following location or any
 36 other location approved by ADMINISTRATOR:
 37

7212 Orangethorpe Ave., Suite 8
Buena Park, CA 90621

1. This facility shall include space to support the services identified within this Agreement.

2. CONTRACTOR shall maintain regularly scheduled service hours, five (5) days a week throughout the year and maintain the capability to provide services during evening hours on weekdays and on weekends, if necessary, in order to accommodate partners. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend this paragraph.

~~CONTRACTOR'S~~

3. ~~CONTRACTOR'S~~ holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

B. SERVICES – OUTREACH AND ENGAGEMENT

1. CONTRACTOR shall conduct outreach activities to ensure contact with the maximum number of potential partners. CONTRACTOR shall coordinate with HCA and Contract Programs and community stakeholders to ensure successful connection and linkage.

2. CONTRACTOR shall identify and assess potential partners meeting the following criteria unless written exception is granted by COUNTY:

a. Orange County residents.

b. displaying behaviors or a history indicative of Seriously Emotionally Disturbed or Severely Mentally Impaired, as defined by the California Welfare and Institutions Code 5600.3.

c. between the ages of 0 and 18.

d. in one of the following target groups:

1) SED homeless and “motel” youth and their families;

2) Youth with multiple psychiatric hospitalizations;

3) Uninsured SED youth, including Probation youth exiting incarceration;

4) SED children of parents with serious mental illness;

5) Children ages 0 – 5 and school age children unable to function in the mainstream school, preschool or day care setting because of emotional problems; or

6) SED youth uninsured or underserved because of linguistic or cultural isolation, etc.

3. Contractor shall identify underserved and unserved severely emotionally disturbed children and their families who require Full Service Partnerships/Wraparound Program Services, other mental health services and/or linkage to needed community services.

4. CONTRACTOR shall coordinate referrals with other existing Outreach and Engagement Programs and ~~mental health services~~ Mental Health Services to ensure all partners and their families are given access to the most appropriate level and type of services. Referrals to other ~~mental health services~~ Mental Health Services may include Wraparound Orange County, MHSA Full

1 Service/Wraparound Programs and other County mental health programs.

2 5. Outreach and Engagement workers shall assist children and families to assess the full range
3 of integrated ~~mental health service~~ Mental Health Service and promote engagement with other services
4 as needs are expressed or identified.

5 6. CONTRACTOR shall successfully link a minimum of fifty (50) partners per year to a Full
6 Service/Wraparound Program or other mental health service provider.

7 7. CONTRACTOR shall maintain an average of three (3) contacts (community and/or
8 individual) per FTE Outreach Worker daily, for a total of 1,500 contacts per year.

9 8. Outreach Workers shall provide training and collaboration with those employed in allied
10 organizations and affiliated community agencies, so that they may be a resource to refer their own
11 patrons in need of ~~mental health services~~ Mental Health Services.

12 9. CONTRACTOR shall ensure that Outreach Workers are culturally competent; comprised of
13 parents, consumers and, when possible, age-appropriate youth from the community.

14 10. CONTRACTOR shall maintain a client database to track contacts, demographics, etc., for
15 coordination and reporting purposes.

16 11. CONTRACTOR shall maintain secure files which contain all contact information.

17 12. CONTRACTOR shall attend:

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

19 b. Monthly COUNTY staff meetings with CYS Program staff and ADMINISTRATOR to
20 discuss contractual and other issues related to, but not limited to compliance with policies and
21 procedures, statistics and clinical services.

22 c. Clinical staff training for individuals by COUNTY representatives. Such training shall
23 be conducted by CONTRACTOR and/or COUNTY administrative staff.

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

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

32 C. PERFORMANCE OUTCOMES

33 1. CONTRACTOR shall complete Performance Outcome Measure as required by State and/or
34 COUNTY. The expected outcomes for the Monitoring Plan are to enable clients to adaptively function
35 at a higher and more appropriate level and to provide a quantifiable and repeatable measure to assess
36 overall program effectiveness.

37 2. COUNTY shall develop and provide CONTRACTOR with performance outcome measure

1 guidelines for the purpose of evaluating the impact or contribution of CONTRACTOR's services on the
2 well-being of the Orange County residents being served under the terms of this Agreement.

3 3. The CONTRACTOR shall cooperate in data collection in order to develop baseline figures
4 for future evaluation and report performance in terms of client satisfaction, satisfaction of linkages and
5 quality of services.

6 D. COUNTY RESPONSIBILITIES

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

8 a. Provide, or cause to be provided, training and ongoing consultation to
9 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with Children and Youth
10 Services (CYS) Standards of Care practices and policies and procedures.

11 b. Assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance
12 with workload standards and productivity.

13 c. Review client charts to assist CONTRACTOR in ensuring compliance with CYS
14 policies and procedures.

15 d. Reviews and approves the annual training schedule and identifies topics to be covered
16 in training or supervision and monitor CONTRACTOR's degree of compliance with COUNTY
17 Standards of Care CYS policies and procedures.

18 2. COUNTY's Program Staff shall:

19 a. Monitor CONTRACTOR's completion of corrective action plans filed in response to
20 reviews, if required.

21 b. Monitor CONTRACTOR's degree of compliance with COUNTY Standards of Care
22 and CYS policies and procedures, if required.

23 E. QUALITY IMPROVEMENT

24 ~~1. CONTRACTOR shall regularly review their charting, data systems and billing systems to~~
25 ~~ensure compliance with COUNTY and State policies and procedures and establish mechanisms to~~
26 ~~prevent inaccurate claim submissions.~~

27 1. CONTRACTOR shall maintain on file at the facility, minutes and records of all quality
28 improvement meetings and processes. Such records and minutes shall also be subject to regular review
29 by ADMINISTRATOR in the manner specified in the CYS Quality Improvement Implementation Plan
30 and CYS policies and procedures.

31 2. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct,
32 Quality Improvement Committee meetings.

33 3. CONTRACTOR shall participate in any clinical case review and implement any
34 recommendations made by COUNTY to improve client care.

35 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
36 Subparagraph IV.

V. STAFFING

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

B. 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 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 employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

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

D. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to adjust the staffing requirements described in this paragraph. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies that occur during the term of this Agreement.

E. CONTRACTOR shall provide the following staffing, expressed in Full-time Equivalents (FTEs) which shall be equal to an average of forty (40) hours per week, to provide Outreach and Engagement services:

ADMINISTRATIVE	<u>FTEs</u>
<u>Finance/Operations Manager</u>	<u>0.10</u>
SUBTOTAL ADMINISTRATIVE FTEs	0.10
PROGRAM	
Program Manager	0.50
Outreach Coordinator	0.50
Subcontractor Nhan Hoa - <u>VNCOC</u>	0.50

1	Subcontractor- <u>-</u> OCAPICA	<u>0.50</u>
2	SUBTOTAL PROGRAM FTEs	2.00
3		
4	TOTAL FTEs	2.10

5

6 F. WORKLOAD STANDARDS

7 1. CONTRACTOR shall achieve a total of fifty (50) successful linkages and a total of 1,500
8 yearly contacts; which equates to a minimum of twenty-five (25) linkages/ per FTE, three (3) daily
9 contacts/ per FTE, or the modified productivity levels for certain staff that was established for ~~FY 2009-~~
10 ~~10.~~

11 2. CONTRACTOR shall be expected to meet or exceed established standards ~~for~~
12 ~~FY 2009-10.~~

13 G. CONTRACTOR shall recruit, hire, train and maintain staff who are persons in recovery. - These
14 individuals shall not be currently receiving services directly from CONTRACTOR. - Documentation
15 may include, but not be limited to, the following: - records attesting to efforts made in recruitment and
16 hiring practices and identification of measures taken to enhance accessibility for potential staff in these
17 categories.

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

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

24 J. All positions are required to maintain a log delineating hours worked and allocated to each
25 program of CONTRACTOR.

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

30 L. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis
31 intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse, dealing
32 with difficult clients, meeting facilitation and medication, confidentiality, identification of strengths,
33 promoting life skills and such other topics identified by the COUNTY. - Formal training sessions may
34 also be used to cover these topics but cannot substitute for weekly supervision hours.

35 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
36 Subparagraph V.

37

VI. REPORTS

1
2 A. CONTRACTOR shall maintain records and make statistical reports as required by
3 ADMINISTRATOR and the California State Department of Mental Health on forms provided by either
4 agency.

B. FISCAL

6 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
7 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
8 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
9 in the Services paragraph of Exhibit A to this Agreement. Such reports shall also include the number of
10 linkages and contacts made the by program. The reports shall be received by ADMINISTRATOR no
11 later than the 20th day following the end of the month being reported. CONTRACTOR must request in
12 writing any extensions to the due date of the monthly required reports. Approvals from the
13 ADMINISTRATOR shall not exceed more than five (5) calendar days.

14 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
15 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
16 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
17 paragraph of Exhibit A to this Agreement. Such reports shall include actual monthly costs and revenue
18 to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection
19 Reports shall be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

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

27 D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to
28 ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than ~~fifteen (15)~~
29 (20) calendar days following the end of the month being reported. Programmatic reports shall include a
30 description of CONTRACTOR's progress in implementing the provisions of this Agreement and report
31 of the number of individual and community contacts and successful linkages of clients.
32 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of
33 this Agreement.

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

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

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