



**CONTENTS**

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

**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2010<sup>9</sup> through June 30, 2011<sup>0</sup>

**Maximum Obligation:** \$117,344

**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:** Orange County Asian and Pacific Islander Community Alliance  
 12900 Garden Grove Blvd. #214A  
 Garden Grove, CA 92843

**CONTRACTOR's Insurance Coverages:**

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

## 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~~ procedures relating to ~~the~~ ADMINISTRATOR's Compliance Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 33 ED. REIMBURSEMENT STANDARDS

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

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

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

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

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

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

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

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

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

19  
20 **IV. CONFIDENTIALITY**

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

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

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

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

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

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

6 ~~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.  
29 The 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**

12 |  
 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,~~

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

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

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

## 15

### 16 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

### 22

### 23 **X.X. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

10 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be  
11 mailed to COUNTY as referenced on Page 3 of this Agreement.

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

15  
16 **X. INSPECTIONS AND AUDITS**

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

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

30 **C. AUDIT RESPONSE**

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

36 2. If the audit reveals that money is payable from one party to the other, that is,  
37 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to

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

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

## 10 **XI. LICENSES AND LAWS**

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

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

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

1 14. Health Insurance Portability and Accountability Act (HIPAA) ~~Privacy Rule,~~ as it may  
2 exist now, or be hereafter amended, and if applicable.

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

4 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

25 //

26 ~~XIII.~~ XIII. LITERATURE AND ADVERTISEMENTS

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

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

## XII. MAXIMUM OBLIGATION

The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement and the separate Maximum Obligation is as specified on Page 3 of this Agreement.

## ~~XV.~~XV. NONDISCRIMINATION

### A. EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by  
2 federal or state law.

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

7  
8 **XIII. NOTICES**

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

11 1. When written and deposited in the United States mail, first class postage prepaid and  
12 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;

13 2. When faxed, transmission confirmed;

14 3. When sent by electronic mail; or

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

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

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

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

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

29  
30 **XIV. NOTIFICATION OF DEATH**

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

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

37 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver

1 or fax, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

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

5 B. TERMINAL ILLNESS DEATH

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

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

16 #

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

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

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

25 //

26 **XV. RECORDS MANAGEMENT AND MAINTENANCE**

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

30 1. California Code of Regulation Title 22, ~~Chapter 7, Article 6, §75055—Retention of records~~  
31 ~~by outpatient medical facilities.~~ §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and  
32 77143(a).

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

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

37 ~~4. 45 CFR, HIPAA Privacy Rule (Designated Record Set).~~

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

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

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

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

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

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

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

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

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

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

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

1 shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

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

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

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

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

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

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

20  
21 ~~XX~~XX. **REVENUE**

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

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

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

1 #

2 **XVI. SEVERABILITY**

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

8  
9 **XVII. SPECIAL PROVISIONS**

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

- 12 1. Making cash payments to intended recipients of services through this Agreement.
- 13 2. Lobbying any governmental agency or official or making political contributions.  
14 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to  
15 Title 31, U.S.C.A, Section 1352 (e.g., limitation on use of appropriated funds to influence certain  
16 federal contracting and financial transactions).
- 17 3. Supplanting current funding for existing services.
- 18 4. Fundraising.
- 19 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
20 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 21 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
22 services.
- 23 7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
24 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making  
25 salary advances or giving bonuses to CONTRACTOR's staff.
- 26 8. Paying an individual salary or compensation for services at a rate in excess of the salary  
27 schedule specified by the U.S. Office of Personnel Management, or specified by ADMINISTRATOR  
28 per the Agreement's funding source.

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

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

- 1 5. Funding travel or training (excluding mileage or parking).
- 2 6. Making phone calls outside of the local area unless documented to be directly for the
- 3 purpose of client care.
- 4 7. Payment for grant writing, consultants, certified public accounting, or legal services.
- 5 8. Purchase of artwork or other items that are for decorative purposes and do not directly
- 6 contribute to the quality of services to be provided pursuant to this Agreement.

7

8 ~~XXIII.~~XXIII. STATUS OF CONTRACTOR

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

20

21 ~~XXIV.~~XXIV. TERM

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

27

28 ~~XXV.~~XXV. TERMINATION

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

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

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

- 37 1. The loss by CONTRACTOR of legal capacity.

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

14 D. CONTINGENT FUNDING

- 15 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - 16 a. The continued availability of federal, state and county funds for reimbursement of  
17 COUNTY's expenditures, and
  - 18 b. Inclusion of sufficient funding for the services hereunder in the applicable budget  
19 approved by the Board of Supervisors.
- 20 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate  
21 or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.  
22 ~~COUNTY shall reimburse Contractor. COUNTY shall reimburse CONTRACTOR for services~~  
23 ~~pre-approved by ADMINISTRATORS on a Prior Authorization Form. These services must be provided~~  
24 ~~prior to termination of this Agreement.~~

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

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

- 30 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
31 is consistent with recognized standards of quality care and prudent business practice.
- 32 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
33 performance during the remaining contract term.
- 34 3. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
35 their best interests.
- 36 4. If records are to be transferred to COUNTY, pack and label such records in accordance  
37 with directions provided by ADMINISTRATOR.

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

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

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

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

15  
16 **XVIII. THIRD PARTY BENEFICIARY**

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

19 ~~XVII~~.XXVII. WAIVER OF DEFAULT OR BREACH

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

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37 #

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

3 ORANGE COUNTY ASIAN AND PACIFIC ISLANDER COMMUNITY ALLIANCE  
4

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

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

9 ~~BY: \_\_\_\_\_ DATED: \_\_\_\_\_~~  
10

11 ~~TITLE: \_\_\_\_\_~~  
12

13 COUNTY OF ORANGE  
14

15  
16 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

17 CHAIR OF THE BOARD OF SUPERVISORS  
18

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

23  
24 \_\_\_\_\_ DATED: \_\_\_\_\_

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

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

32  
33 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

34 DEPUTY

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  
ORANGE COUNTY ASIAN AND PACIFIC ISLANDER COMMUNITY ALLIANCE  
~~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 ~~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 ~~e~~Client 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. When  
17 formulating the diagnosis of ~~e~~Client, 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 all  
20 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 ~~e~~Client 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 eligible  
13 ~~child~~ Client, the ~~child's~~ Client's family members, and ~~any~~ other support ~~person~~ individual(s) the family  
14 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 has  
 13 not been suspended or revoked ~~and preferably,~~ Also, it is preferred that the individual has at least one  
 14 (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~~  
 20 ~~preferably,~~ preferred that the individual has at least one (1) year of experience treating minors children  
 21 and 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 and  
20 ~~is/are~~ used to define services provided to ~~them~~ the Client with the intent of improving or maintaining the  
21 mental health status of the ~~e~~ Client. The ~~beneficiary~~ Client may or may not be present for this service  
22 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  
28 ~~consumer~~ Client with co-occurring disorder needs treatment for both problems as to recover fully and  
29 focusing on one does not ensure the other will go away. Dual diagnosis services integrate assistance for  
30 each condition, by helping ~~people~~ Clients recover from ~~both~~ mental illness and substance abuse in one  
31 setting 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 beneficiary Client 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 beneficiary Clients' access to service and the service delivery system; ~~monitoring of the beneficiary's~~and  
 13 tracking Clients' progress; and plan development.

14 ~~1. 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 8. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions with a  
 19 eClient, which is designed to reduce or eliminate targeted behaviors as identified in the eClient's  
 20 treatment plan. Collateral services are also provided to caregivers parent(s)/guardian(s) as part of TBS.  
 21 Clients must be Medi-Cal clients, eligible Clients and ~~must~~ meet TBS class membership and service  
 22 need requirements. Documentation in the medical record must support medical necessity for these  
 23 intensive services. Cases in which eClients are receiving more than twenty (20) hours per week of TBS  
 24 or those who are expected to receive more than four months (120 days) of TBS must ~~receive approval~~  
 25 ~~from COUNTY. COUNTY must~~ be approved by ADMINSTRATOR. ADMINISTRATOR has to  
 26 approve individuals that are delivering these ~~interventions as~~intervention services to ensure they are  
 27 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 ~~e~~Client 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 ~~waivered~~ 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 ~~if~~ 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 ~~if~~ 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 usually  
12 transmitted by through electronic media, PHI can be maintained in any medium as defined in the  
13 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is  
14 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) ~~C~~linician, and one (1) ~~P~~hysician 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) ~~e~~Company that manages  
36 the medication benefits ~~that are given to~~ for Behavioral Health Services (BHS) ~~&~~ and Medical &  
37 Institutional Health Services (MIHS) ~~e~~Clients 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 to be~~ a Licensed Marriage and Family  
5 Therapist, a Licensed Clinical Social Worker, or a ~~L~~icensed 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 #  
36 #  
37 #

**II. BUDGET**

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

	<u>BUDGET</u>	
ADMINISTRATIVE COST	\$ 15,310	<del>\$15,000</del>
PROGRAM COST		
Salaries	43,003	<del>\$32,450</del>
Benefits	8,601	8,113
Services and Supplies	12,382	23,735
Subcontractors	38,048	<del>38,046</del>
SUBTOTAL PROGRAM COST	\$102,034	\$102,344
TOTAL GROSS COSTS	\$117,344	
REVENUE		
Mental Health Services Act	\$117,344	
TOTAL REVENUE	\$117,344	
TOTAL MAXIMUM OBLIGATION	\$117,344	

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

**III. PAYMENTS**

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$9,779 per month. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the 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 #  
35 #  
36 #  
37 #

**IV. SERVICES**

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

~~12900 Garden Grove Blvd. #214A~~

~~Garden Grove, CA 92843~~

12900 Garden Grove Blvd. #214A

Garden Grove, CA 92843

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.

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 will conduct outreach activities to ensure contact with the maximum number of potential partners. CONTRACTOR shall coordinate outreach efforts with other COUNTY programs.

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 Severe Mentally Impaired as defined by the California Welfare and Institutions Code 5600.3.

c. between the ages of 16 and 25 (until 26th birthday).

d. in one of the following target groups:

1) homeless;

2) with a history of multiple psychiatric hospitalizations;

3) experiencing their first psychotic episode;

4) uninsured and exiting the Social Service or Probation systems;

5) unserved or underserved because of linguistic or cultural isolation;

6) with special needs and/or co-occurring disorders; or

3. Contractor shall identify underserved and unserved severely emotionally disturbed Transitional Age Youth (TAY) who requires Full Service/Wraparound Program Services, other mental health services and/or linkage to needed community services. Outreach Workers shall ensure their outreach efforts include, but are not limited to: parks, streets, churches, shelters, medical clinics,

1 community events, dances, markets, gas stations, laundromats and any other places the target population  
2 may be located in the community.

3 4. CONTRACTOR shall coordinate referrals with other existing Outreach and Engagement  
4 Programs and ~~mental health services~~ Mental Health Services to ensure all TAY, and their families when  
5 available, are given access to the most appropriate level and type of services. Referrals to other ~~mental~~  
6 ~~health services~~ Mental Health Services may include Wraparound Orange County, MHSA Full  
7 Service/Wraparound Programs for children, Transitional Age Youth, adults and other county mental  
8 health programs.

9 5. CONTRACTOR shall assist TAY to assess the full range of integrated ~~mental health~~  
10 ~~service~~ Mental Health Service and promote engagement with other services as needs are expressed or  
11 identified.

12 6. CONTRACTOR shall successfully link a minimum of ~~fifty-six (56)~~ three (53) partners per  
13 year to a Full Service/Wraparound Program or other mental health service provider.

14 7. CONTRACTOR shall maintain an average of three (3) contacts (community and/or  
15 individual) per FTE Outreach Worker daily, for a total of ~~1,555~~ 320 contacts per year.

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

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

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

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

24 12. CONTRACTOR shall attend:

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

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

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

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

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

1 institution, or religious belief.

2 C. PERFORMANCE OUTCOMES

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

7 2. COUNTY shall develop and provide CONTRACTOR with performance outcome measure  
8 guidelines for the purpose of evaluating the impact or contribution of CONTRACTOR's services on the  
9 well-being of the Orange County residents being served under the terms of this Agreement.

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

13 D. COUNTY RESPONSIBILITIES

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

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

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

20 ~~a. Review client charts to assist CONTRACTOR in ensuring compliance with CYS  
21 policies and procedures.~~

22 c. Reviews and approves the annual training schedule and identifies topics to be covered  
23 in training or supervision and monitor CONTRACTOR's degree of compliance with COUNTY  
24 Standards of Care and CYS policies and procedures.

25 2. COUNTY's Program Staff shall:

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

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

30 E. QUALITY IMPROVEMENT

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

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

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

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

5 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
6 Subparagraph IV.

7  
8 **V. STAFFING**

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

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

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

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

33 //  
34 //  
35 //  
36 //  
37 #

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:

	<u>FTEs</u>
<del>PROGRAM ADMINISTRATIVE</del>	
<del>— Program Manager</del> Bookkeeper	<u>0.250</u> <del>0.04</del>
<del>— Community Resource Coordinator</del>	<del>0.05</del>
<u>SUBTOTAL ADMINISTRATIVE FTE</u>	<u>0.250</u>
<del>— Youth Outreach Specialist</del>	<del>0.50</del>
<del>— Youth Outreach Specialists</del>	<del>0.26</del>
<u>PROGRAM</u>	
<del>— Subcontractor Nhan Hoa</del>	<del>0.50</del>
<u>Program Director</u>	<u>0.050</u>
<del>— Subcontractor KCS</del>	<del>0.50</del>
<u>Community Resource Coordinator</u>	<u>0.150</u>
<del>TOTAL PROGRAM FTEs</del>	<del>1.85</del>
<u>Youth Outreach Specialists</u>	<u>0.900</u>
<del>TOTAL FTEs</del>	<del>1.85</del>
<u>Subcontractor - VNCOC</u>	<u>0.495</u>
<u>Subcontractor - KCS</u>	<u>0.495</u>
<u>SUBTOTAL PROGRAM FTEs</u>	<u>2.090</u>
<u>TOTAL FTEs</u>	<u>2.340</u>

F. WORKLOAD STANDARDS

1. CONTRACTOR shall achieve a total of fifty- ~~six (56)~~ ~~three (53)~~ successful linkages and a total of ~~1,555~~ ~~320~~ yearly contacts; which equates to a minimum of twenty-seven (27) linkages/ per FTE, three (3) daily contacts/ per FTE, or the modified productivity levels ~~for certain staff that was~~ established for ~~FY 2009-10~~ certain staff.

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

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

H. CONTRACTOR may augment the above paid staff with volunteers or interns upon written

1 approval of ADMINISTRATOR.

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

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

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

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

17 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
18 Subparagraph V.

19  
20 **VI. REPORTS**

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

24 B. FISCAL

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

33 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These  
34 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report  
35 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services  
36 paragraph of Exhibit A to this Agreement. Such reports shall include actual monthly costs and revenue  
37 to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection

1 Reports shall be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

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

9 D. PROGRAMMATIC - CONTRACTOR shall submit monthly programmatic reports to  
10 ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than ~~fifteen (15)~~ **twenty**  
11 **(20)** calendar days following the end of the month being reported. Programmatic reports shall include a  
12 description of CONTRACTOR's progress in implementing the provisions of this Agreement and report  
13 of the number of individual and community contacts and successful linkages of clients CONTRACTOR  
14 shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement.

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

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

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37 //