

1                                   AGREEMENT FOR PROVISION OF  
2                                                           CHILDREN'S  
3                                   FULL SERVICE/WRAPAROUND SERVICES  
4                                                           BETWEEN  
5                                                           COUNTY OF ORANGE  
6                                                           AND  
7                                   PROVIDENCE COMMUNITY SERVICES  
8                                                           ~~FISCAL YEAR 2009-2010~~  
9                                                           JULY 1, 2010 THROUGH JUNE 30, 2011

10  
11           THIS AGREEMENT entered into this 1st day of July 2010<sup>9</sup>, which date is enumerated for purposes  
12 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
13 PROVIDENCE COMMUNITY SERVICES, a California for profit corporation (CONTRACTOR). This  
14 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

15  
16                                                           **W I T N E S S E T H:**

17  
18           WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
19 Children's Full Service/Wraparound Services described herein to the residents of Orange County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

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

**Maximum Obligation:** \$3,290,000

**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:** Providence Community Services  
 4281 Katella Avenue, Suite 201  
 Los Alamitos, CA 90703

**CONTRACTOR's Insurance Coverages:**

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

**I. ALTERATION OF TERMS**

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

**II. ASSIGNMENT OF DEBTS**

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

**III. COMPLIANCE**

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

1. ADMINISTRATOR shall ~~provide~~ ensure that CONTRACTOR ~~with a copy~~ is made aware of the relevant ~~HCA Policies~~ policies and ~~P~~ procedures relating to ~~the~~ ADMINISTRATOR's Compliance Program.

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

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

4. 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.~~ 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. 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 ~~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 its 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 ~~F~~E. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training  
12 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

19  
20 **IV. CONFIDENTIALITY**

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

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

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

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

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

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

6 ~~—C. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known  
7 to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal  
8 regulations regarding confidentiality.~~

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

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

## 14 **V. COST REPORT**

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

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

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

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

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



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

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

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

20 ~~—D. Unless approved by ADMINISTRATOR, costs that exceed the State Maximum Allowance per~~  
21 ~~Medi Cal Unit of Services, as determined by the State Department of Mental Health, shall be~~  
22 ~~unreimbursable to CONTRACTOR.~~

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

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

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

37 ~~HF~~. The Cost Report shall contain the following attestation, which may be typed directly on or

1 attached to the Cost Report:

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

11  
12 Signed \_\_\_\_\_  
13 Name \_\_\_\_\_  
14 Title \_\_\_\_\_  
15 Date \_\_\_\_\_ "

16 //

17 **VI. DELEGATION ~~AND~~, ASSIGNMENT AND SUBCONTRACTS**

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

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

32  
33 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

34 CONTRACTOR warrants that it shall ~~make its best effort to~~ fully comply with all federal and state  
35 statutes and regulations regarding the employment of aliens and others and to ensure that employees,  
36 subcontractors and consultants performing work under this Agreement meet the citizenship or alien  
37 status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all

1 employees, subcontractors and consultants performing work hereunder, all verification and other  
 2 documentation of employment eligibility status required by federal or state statutes and regulations  
 3 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq.,  
 4 as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such  
 5 documentation for all covered employees, subcontractors and consultants for the period prescribed by  
 6 the law.

## 8 **VIII. EQUIPMENT**

9 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as  
 10 moveable property of a relatively permanent nature with significant value. Equipment which costs  
 11 \$5,000 or over, including sales taxes, freight charges and other taxes are considered ~~fixed assets.~~ Fixed  
 12 Assets. Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes  
 13 are considered ~~Minor Equipment.~~ or Controlled Assets. The cost of Equipment purchased, in whole  
 14 or in part, with funds paid pursuant to this Agreement shall be depreciated according to generally  
 15 accepted accounting principles.

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

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

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

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

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

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

## 10 11 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

17 //

## 18 **X. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

9  
10 **XI. INSPECTIONS AND AUDITS**

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

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

24 C. AUDIT RESPONSE

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

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

37 D. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within

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

## 4 5 **XII. LICENSES AND LAWS**

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

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

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

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

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

D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

**XIII. LITERATURE AND ADVERTISEMENTS**

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

B. Any advertisement through radio, television broadcast, or the Internet, for educational or

1 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
2 Agreement must be approved in advance and in writing by ADMINISTRATOR.

#### 4 **XIV. MAXIMUM OBLIGATION**

5 The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is  
6 as specified on Page 3 of this Agreement.

#### 8 **XV. NONDISCRIMINATION**

##### 9 A. EMPLOYMENT

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

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

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

32 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the  
33 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
34 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
35 (40 and over), sexual ~~preference~~ orientation, medical condition, or physical or mental disability in  
36 accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of  
37 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,



1 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other  
2 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
3 regulations, as all may now exist or be hereafter amended or changed.

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

6 a. Denying a client or potential client any service, benefit, or accommodation.

7 b. Providing any service or benefit to a client which is different or is provided in a  
8 different manner or at a different time from that provided to other clients.

9 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed  
10 by others receiving any service or benefit.

11 d. Treating a client differently from others in satisfying any admission requirement or  
12 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
13 any service or benefit.

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

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

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

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

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

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

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

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

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

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

10  
11 **XVI. NOTICES**

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

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

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

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

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

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

32  
33 **XVII. NOTIFICATION OF DEATH**

34 A. NON-TERMINAL ILLNESS DEATH

35 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon  
36 becoming aware of the death due to non-terminal illness of any person served hereunder ~~or served~~  
37 ~~within the previous twelve (12) months~~; provided, however, weekends and holidays shall not be

1 included for purposes of computing the time within which to give telephone notice and, notwithstanding  
2 the time limit herein specified, notice need only be given during normal business hours.

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

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

8 **B. TERMINAL ILLNESS DEATH**

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

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

19 //

20 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

28 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

32 1. California Code of Regulation Title 22, ~~Chapter 7, Article 6, §75055 – Retention of records~~  
33 ~~by outpatient medical facilities.~~ §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and  
34 77143(a).

35 2. State of California, ~~Department of Alcohol and Drug Programs Reporting System (ASRS)~~  
36 ~~manual.~~  
37

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

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

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

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

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

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

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

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

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

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

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

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

1 and email or facsimile.

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

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

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

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

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

18 #

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

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

## 24 **XX. REVENUE**

25  
26 A. CLIENT FEES - CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to  
27 clients to whom services, other than Medi-Cal Services, are provided pursuant to this Agreement, their  
28 estates and responsible relatives, according to their ability to pay as determined by the State Department  
29 of Mental Health's "Uniform Method of Determining Ability to Pay" (UMDAP) procedure, and in-of  
30 services provided. No client shall be denied services because of an inability to pay.

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

34 C. PROCEDURES - CONTRACTOR shall maintain internal financial controls which adequately  
35 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically  
36 provide for the identification of delinquent accounts and methods for pursuing such accounts.  
37 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current

1 status of fees which are billed, collected, transferred to a collection agency or deemed by  
2 CONTRACTOR to be uncollectible.

3 //

4 //

5 //

## 6 **XXI. SEVERABILITY**

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

## 12 **XXII. SPECIAL PROVISIONS**

13  
14 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
15 purposes:

16 1. Making cash payments to intended recipients of services through this Agreement.

17 2. Lobbying any governmental agency or official or making political contributions.

18 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to  
19 Title 31, U.S.C.A, Section 1352 (e.g., limitation on use of appropriated funds to influence certain  
20 federal contracting and financial transactions).

21 3. Supplanting current funding for existing services.

22 4. Fundraising.

23 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
24 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

25 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
26 services.

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

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

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

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

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

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

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

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

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

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

9  
10 **XXIII. STATUS OF CONTRACTOR**

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

22  
23 **XXIV. TERM**

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

29 //

30 **XXV. TERMINATION**

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

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

37 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence

1 of any of the following events:

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

16 D. CONTINGENT FUNDING

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

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

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

- 29 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
30 is consistent with recognized standards of quality care and prudent business practice.
- 31 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
32 performance during the remaining contract term.

33 ~~3~~ 3. If clients are to be transferred to another facility for services, furnish  
34 ADMINISTRATOR, upon request, all client information and records deemed necessary by  
35 ADMINISTRATOR to effect an orderly transfer.

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



1       ~~45.~~ If records are to be transferred to COUNTY, pack and label such records in accordance  
2 with directions provided by ADMINISTRATOR.

3       ~~56.~~ Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
4 supplies purchased with funds provided by COUNTY.

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

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

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

17  
18                               **XXVI. THIRD PARTY BENEFICIARY**

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

21  
22                               **XXVII. WAIVER OF DEFAULT OR BREACH**

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

28       ~~//~~

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

3  
4 PROVIDENCE COMMUNITY SERVICES

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

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

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

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

13  
14 COUNTY OF ORANGE

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

31  
32 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

33 DEPUTY

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

EXHIBIT A  
TO AGREEMENT WITH  
PROVIDENCE COMMUNITY SERVICES  
~~FISCAL YEAR 2009-2010~~  
JULY 1, 2010 THROUGH JUNE 30, 2011

**I. DEFINITIONS**

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

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

B. Active and Ongoing Case Load means documentation, by CONTRACTOR, ~~of~~ for completion of ~~the~~ entry and evaluation ~~documents~~ services provided to Clients into ~~the~~ COUNTY's Integrated Records Information System (IRIS) ~~and documentation that the clients are receiving services at a~~ Documentation also includes level and, frequency, and duration that is of services received by Clients, and these services must be consistent with each client's Clients' level of impairment and impairments as well as treatment goals and consistent with. In addition, services are to be individualized, ~~and~~ solution- focused, using evidenced-based practices.

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

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

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

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

2. Data Certification means ~~the process of~~ reviewing ~~state and~~ 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 ~~e~~ Client that

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

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

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

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

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

16 J. Diagnosis means ~~the definition of~~ identifying the nature of ~~the client's~~ a Client's disorder. When  
17 formulating the diagnosis of eClient, CONTRACTOR shall use the diagnostic codes and axes as  
18 specified in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders  
19 (DSM) published by the American Psychiatric Association. DSM diagnoses ~~shall~~ will be recorded on 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 and dress for success skills to Clients, and coaching Clients' on  
32 how to maintain employment. In addition, the employment coordinator may provide on-the-job  
33 mentoring and will work closely with the hiring companies and Clients.

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

1 successful outreach.

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

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 ~~by the state~~ in the  
16 ~~requirements for~~ COUNTY's MHPA plan that has been approved by the State. The MHPA plan  
17 ~~describes how~~ the COUNTY ~~plan, for use of~~ will utilize MHPA funds to develop and ~~which includes~~  
18 ~~clients being a full partner in the development and implementation of their~~ implement treatment  
19 ~~plan~~ plans for mental health Clients through FSPs. A ~~Full Service Partnership~~ FSP is an evidence-based  
20 and strength-based model 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 MHPA 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, eClient 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~~ Face Contact or by telephone with ~~the client~~ Clients  
14 or significant 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 ~~e~~Client's or group of ~~e~~Clients' 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~~Client access to service and the service delivery system; ~~monitoring and tracking~~ of ~~the~~  
 13 ~~beneficiary's~~Client progress; and plan development.

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

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

27 ~~1. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions with a~~  
 28 ~~client, which is designed to reduce or eliminate targeted behaviors as identified in the client's treatment~~  
 29 ~~plan. Collateral services are also provided to caregivers as part of TBS. Clients must be Medi-Cal~~  
 30 ~~clients and must meet TBS class membership and service need requirements. Documentation in the~~  
 31 ~~medical record must support medical necessity for these intensive services. Cases in which clients are~~  
 32 ~~receiving more than 20 hours per week of TBS or those who are expected to receive more than four~~  
 33 ~~months (120 days) of TBS must receive approval from COUNTY. COUNTY must approve individuals~~  
 34 ~~delivering these interventions as qualified to deliver these services.~~

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

37 AI. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental



1 health field or has a high school diploma ~~and~~ along with two (2) years of experience delivering services  
2 in a mental health field.

3 AJ. Mentoring Services means a service that provides support to Clients by building a structured  
4 and trusting relationship over a prolonged period of time between a Client and a mentor. The mentor is  
5 a peer or older individual who provides one-to-one contact and support in the following areas to assist  
6 Client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills; concrete help  
7 and/or other relationship-building activities to the Client(s)/parent(s)/guardian(s); and linking the  
8 Client(s)/parent(s)/guardian(s) to other services within the County and contract operated programs.

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

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

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

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

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

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

1 AN. Outcomes Analyst/Data Mining Analyst means an individual who ensures that an FSP program  
 2 maintains a focus on program outcomes. This individual will be responsible for reviewing outcome  
 3 data, analyzing data, and developing strategies for gathering new data from Client's perspective to  
 4 improve FSP's understanding of Client's needs and desires towards furthering their Recovery. This  
 5 individual will also provide feedback to the program and work collaboratively with the employment  
 6 specialist, education specialist, benefits specialist, and other staff in the program to strategize and  
 7 improve outcomes in service delivery. In addition, this position will be responsible for attending all  
 8 data and outcome related meetings and ensuring that the FSP is being proactive in all data collection  
 9 requirements and changes at the local and state levels.

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

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

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

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

34 AS. Pre-Licensed Therapist means an individual who has ~~obtained~~ a Masters Degree in ~~Social~~  
 35 ~~Work~~ social work or ~~M~~ marriage and ~~Family Therapy~~ family therapy (MFT) and is registered with the  
 36 Board of Behavioral Sciences (BBS) as an ~~Associate Clinical Social Worker~~ associate clinical social  
 37 worker or MFT intern while acquiring hours for licensing. Registration is subject to regulations adopted

1 by ~~the~~ BBS.

2 AT. Program/Clinical Director means an individual who ~~meets the minimum requirements set forth~~  
 3 ~~in Title 9, California Code~~ is responsible for all aspects of ~~Regulations,~~ administration and ~~has at least~~  
 4 ~~two (2) years~~ clinical operations of ~~full-time~~ the mental health program, including development and  
 5 adherence to the annual budget. This individual will also be responsible for the following: hiring,  
 6 development and performance management of professional ~~experience working~~ and support staff, and  
 7 ensuring mental health treatment services are provided in concert with ~~minors in a mental health~~  
 8 ~~setting~~ local and state rules and regulations.

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

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

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

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

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

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

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

37 BB. Referral means ~~providing~~ ~~effectively linking Clients to other services within~~ the ~~effective~~

1 ~~linkage of a client to another service, when indicated; with~~ community and documenting follow-up ~~to be~~  
 2 provided within five (5) ~~working~~ business days to assure that ~~the client has~~ Clients have made contact  
 3 with the referred service ~~(s)~~.

4 BC. RX America means the Pharmaceutical Benefits Management (PBM) ~~e~~Company that manages  
 5 the medication benefits ~~that are given to~~ for Behavioral Health Services (BHS) ~~&~~and Medical &  
 6 Institutional Health Services (MIHS) ~~e~~Clients that ~~qualify~~are qualified for medication benefits.

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

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

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

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

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

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

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

1 ~~should also~~ be given a ~~high~~ priority for these positions ~~because of~~ due to their unique insight into the  
 2 experiences of eClients.

3 #

4 **II. BUDGET**

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

	<u>BUDGET</u>
ADMINISTRATIVE COST	\$ 357,736
PROGRAM COST	
Salaries	<del>1,400,277</del> \$1,398,907
Benefits	<del>378,075</del> <u>377,705</u>
Services and Supplies	<del>1,153,912</del> <u>1,155,652</u>
SUBTOTAL PROGRAM COST	\$2,932,264
TOTAL GROSS COST	\$3,290,000
REVENUE	
Federal Medi-Cal	\$ <del>24,120</del> <u>29,711</u>
<del>Medi-Cal</del>	<del>24,120</del>
EPSDT	<u>18,529</u>
Mental Health Services Act	<u>3,241,760</u>
TOTAL REVENUE	\$3,290,000
TOTAL MAXIMUM OBLIGATION	\$3,290,000

36 B. CONTRACTOR shall make written application to ADMINISTRATOR, in advance, to shift  
 37 funds between programs, or between budgeted line items within a program, for the purpose of meeting

1 specific program needs or for providing continuity of care to its eClients.-= CONTRACTOR's  
 2 application shall include a narrative specifying the purpose of the request, the amount of said funds to be  
 3 shifted, and the sustaining impact of the shift as may be applicable to future years.-= Approval by  
 4 ADMINISTRATOR shall be in writing to CONTRACTOR prior to implementation by  
 5 CONTRACTOR.

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

14 D. The parties agree that the above budget was established based on an average Medi-Cal eClient  
 15 caseload of approximately one percent (1%) to be maintained by CONTRACTOR. CONTRACTOR  
 16 agrees to accept COUNTY rReferrals that may result in an increase in this average. COUNTY  
 17 acknowledges that costs relating to pharmacy and lab services may increase as a result of an increase in  
 18 average non-Medi-Cal population being served. COUNTY and CONTRACTOR shall monitor  
 19 utilization of these services and COUNTY may increase CONTRACTOR's Maximum Obligation in  
 20 accordance with this Agreement.

### 21 **III. PAYMENTS**

22 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of  
 23 \$274,167 per month. All payments are interim payments only, and subject to Final Settlement in  
 24 accordance with the Cost Report paragraph of the Agreement for which CONTRACTOR shall be  
 25 reimbursed for the actual cost of providing the services, which may include Indirect Administrative  
 26 Costs, as identified in Paragraph II.A. of this Exhibit A; provided, however, the total of such payments  
 27 does not exceed COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs  
 28 are reimbursable pursuant to county, state, and/or federal regulations. ADMINISTRATOR may, at its  
 29 discretion, pay supplemental billings for any month for which the provisional amount specified above  
 30 has not been fully paid.  
 31

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

36 2. If, at any time, CONTRACTOR'S's Expenditure and Revenue Reports indicate that the  
 37 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may

1 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the  
 2 year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred  
 3 or by CONTRACTOR.

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

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

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

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

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

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

#### 23 **IV. SERVICES**

##### 24 **A. FACILITIES**

25 1. CONTRACTOR shall maintain one (1) facility which meets the minimum requirements for  
 26 Medi-Cal eligibility for the provision of the full array of mental health services to a population housed  
 27 in a licensed facility whose purpose is to provide ~~of Full Service Wraparound (FSW) Service~~ FSW  
 28 Services for Children at the following location or any other location approved by ADMINISTRATOR:

29 ~~3188 Fairway Avenue, Suite F/G~~

30 ~~Costa Mesa, California 92626~~

31 3188 Fairway Avenue, Suite F/G

32 Costa Mesa, California 92626

33 2. CONTRACTOR shall maintain regularly scheduled service hours, five (5) days a week  
 34 throughout the year and maintain the capability to provide services during after-school hours on  
 35 weekdays ~~and on the~~ weekends, if necessary, in order to accommodate elients.

36 a. CONTRACTOR'S holiday schedule shall be consistent with COUNTY's holiday  
 37

1 schedule unless otherwise approved in writing by ADMINISTRATOR.

2 b. CONTRACTOR shall provide ~~clients~~ to Clients and/or their ~~families~~ family members  
3 ~~twenty-four (24)-hour, a day, seven (7) days~~ a week, and ~~three hundred and sixty-five (365-days-per)~~  
4 ~~day~~ a year access to their assigned case manager or a substitute acceptable to COUNTY.  
5 ADMINISTRATOR. CONTRACTOR shall also develop with each ~~client or~~ Client and/or Client's  
6 family a plan for crisis intervention services, which includes ~~whom to~~ a contact person for emergency  
7 psychiatric services.

8 ~~3. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend~~  
9 ~~Subparagraph IV. A.1. and A.2. above.~~

10 ~~4. Upon COUNTY'S~~ 3. Upon COUNTY's certification of the provider's  
11 existing site, the CONTRACTOR shall be responsible for making any necessary changes to meet Medi-  
12 Cal site standards.

13 B. FULL SERVICE WRAPAROUND (FSW) SERVICES

14 1. CONTRACTOR shall assess potential ~~e~~Clients meeting the following criteria unless  
15 written exception is granted by COUNTY:

- 16 a. Orange County residents;
- 17 b. displaying behaviors or a history indicative of Seriously Emotionally Disturbed as
- 18 defined by the California Welfare and Institutions Code 5600.30;
- 19 c. between the ages of 0 ~~to 25~~ through 17 (until ~~26th~~ 18th birthday) and their families;
- 20 d. unserved or underserved because of linguistic or cultural isolation; and
- 21 e. in one of the following target groups:

- 22 1) Seriously Emotionally Disturbed (SED) homeless and "motel" youth and their
- 23 families;
- 24 2) youth with a history of multiple psychiatric hospitalizations;
- 25 3) ~~experiencing their first psychotic episodes~~ uninsured SED youth, including
- 26 probation youth exiting incarceration;
- 27 ~~4) uninsured and exiting the Social Service or Probation systems;~~
- 28 ~~5) with special needs and/or co-occurring disorders;~~
- 29 ~~6) \_\_\_\_\_~~ 4) SED children of parents with serious mental illness; or
- 30 ~~7) 5) children~~ ages 0-5 and school age children who are unable to function in the
- 31 mainstream school, preschool, or day care setting because of emotional problems; or
- 32 6) SED youth unserved or underserved because of linguistic or cultural isolation, etc.

33 2. CONTRACTOR shall coordinate ~~r~~Referrals with other existing wraparound and mental  
34 health services to ensure that all ~~e~~Clients and/or their families are given access to the most appropriate  
35 level and type of services. Other services may include ~~Wraparound Orange County (WOC), Mental~~  
36 ~~Health Services Act (MHPA) Full Service Partnership (FSP)~~ programs for children and/or adults, and  
37 other COUNTY mental health services.



1 3. CONTRACTOR shall provide supportive services for all persons contacted but not  
2 admitted to the FSW until those persons can be engaged in alternative services. Referrals to alternate  
3 services and the supported services provided until eEngagement will be reviewed and approved by  
4 COUNTY.

5 4. CONTRACTOR shall provide a ~~Full Service Wraparound~~ FSW program ~~(FSW)~~, modeled  
6 on the existing ~~Wraparound Orange County~~ WOC program. The FSW program will provide culturally  
7 competent in-home, intensive, mental health case management services addressing family needs across  
8 all life domains of the eClient. In the program, a case manager and an enrollee/family will form a  
9 service team which will identify strengths, needs and resources, including additional people to be added  
10 to the team. The team will develop a service plan for each enrollee within thirty (30) calendar days of  
11 enrollment. The implementation of the service plan will be the responsibility of the team using a  
12 “whatever-it-takes” approach to promote success, safety and permanence in the home, school, and  
13 community. The plan will cover the entire range of needs for the youthClient and/or familytheir  
14 families: housing, employment and medical, etc. in addition to mental health services. The team will be  
15 responsible for identifying ways of addressing need through linkage to existing services in the  
16 community and will also have limited access to additional funding to access other needed services or  
17 support as necessary.

18 5. CONTRACTOR will ensure that every eClient is engaged in mental health treatment  
19 appropriate to his/her diagnosis and level of distress, and the ~~therapists~~ therapist(s) will be included on  
20 the ~~family team~~ Family Team unless otherwise approved in writing by COUNTY.

21 6. CONTRACTOR will follow procedures provided by COUNTY regarding the request for,  
22 use and accounting of Individual Services and Support funds. CONTRACTOR shall obtain written  
23 authorization from ADMINISTRATOR for individual purchases made on behalf of a ~~client or~~  
24 familyClient and/or their families in the amount specified in the procedures.

25 7. CONTRACTOR shall maintain ~~caseloads~~ an ongoing caseload of ten (10) Clients or  
26 families or clients per personal service coordinator, ~~with expected annual enrollment~~ for a total of  
27 ~~fiftyone hundred sixty two (162).~~ Clients throughout the term of this Agreement. CONTRACTOR  
28 shall provide a minimum of eight thousand one hundred (8,100) ~~fFace-to-face contacts~~ Face Contacts  
29 with eClients and ~~client/or Client~~ families per year, ~~of for~~ for FSW services as specified in the Service  
30 paragraph of this Agreement. CONTRACTOR understands and agrees that at any given time, this is a  
31 minimum standard and shall make every effort to exceed this minimum.

32 8. CONTRACTOR shall make every effort to provide ~~Direct Service Hours (DSH)~~ to Medi-  
33 Cal eClients enrolled in the program.

34 9. CONTRACTOR shall record and input into IRIS all Medi-Cal DSH delivered in the FSW.

35 10. CONTRACTOR shall ensure a ~~fFace-to-face contact~~ Face Contact weekly for every client  
36 Client and/or their family admitted to the program, unless written exception is granted by COUNTY.

37 11. CONTRACTOR shall collect and input all data about characteristics and progress of the

1 eClients into the ~~CAMINAR~~state database developed for this purpose.

2 12. CONTRACTOR shall review the financial status of all enrollees using the Universal  
3 Method of Determining Ability to Pay (UMDAP), unless otherwise approved in writing by COUNTY.

4 13. CONTRACTOR shall maximize collection of Medi-Cal and other third party payors  
5 whenever appropriate and follow all state and COUNTY procedures for doing so.

6 14. CONTRACTOR shall provide ~~f~~Face-to-face ~~contact~~Face Contact within three (3)  
7 ~~working~~business days of ~~client's referral~~Client's Referral for services.

8 15. CONTRACTOR shall not refuse ~~client referrals~~Client Referrals if CONTRACTOR has  
9 available space and appropriate staffing to take additional eClients, unless otherwise approved by  
10 COUNTY.

11 16. CONTRACTOR shall secure agreement from COUNTY prior to recommending a eClient  
12 for discharge. Planning for discharge or transition to an appropriate alternative service shall be initiated  
13 at admission to the FSW and be incorporated into the service plan.

14 17. CONTRACTOR shall develop and maintain an advisory committee for the FSW program,  
15 which shall meet at least monthly to review and comment on the progress of the program. Clients,  
16 former ~~clients,~~Clients, and/or ~~their~~ family members shall be represented on the committee, as well as  
17 relevant community representatives mutually agreed upon by COUNTY and CONTRACTOR.

18 18. CONTRACTOR shall attend:

19 a. Case conferences, as requested by ~~County staff~~ADMINISTRATOR to address any  
20 aspect of clinical care.

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

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

26 d. Quarterly QIC meetings.

27 19. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to  
28 conduct research activity on COUNTY eClients without obtaining prior written authorization from  
29 ADMINISTRATOR.

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

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

1 22. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All  
 2 statistical data used to monitor CONTRACTOR will be compiled using only COUNTY IRIS reports, if  
 3 available, and if applicable.

4 C. FLEXIBLE FUNDS

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

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

10 ~~3~~ 2. CONTRACTOR shall develop a Policy and Procedure, or revise an existing Policy  
 11 and Procedure, regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20)  
 12 calendar days from the start of this Agreement. ADMINISTRATOR and CONTRACTOR shall finalize  
 13 and approve the Policy and Procedure, in writing, no later than thirty (30) calendar days from the start of  
 14 this Agreement. If the Flexible Fund Policy and Procedure has not been approved after thirty (30)  
 15 calendar days from the start of this Agreement, any subsequent Flexible Fund expenditures may be  
 16 ~~disallowed by ADMINISTRATOR~~ subject to disallowance.

17 3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the  
 18 approved Flexible Funds Policy and Procedure (P&P). CONTRACTOR will provide signature  
 19 confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible  
 20 Funds for a eClient.

21 54. CONTRACTOR shall ensure the Flexible Fund Policy and Procedure will include, but not  
 22 be limited to:

23 a. Purpose for which Flexible Funds are to be utilized. This shall include a description of  
 24 what type of expenditures are appropriate, reasonable, and justified and that expenditure of Flexible  
 25 Funds shall be individualized according to eClient's needs. Include a sample listing of certain  
 26 expenditures that are allowable, unallowable, or require discussion with ~~COUNTY Program staff and/or~~  
 27 ~~Contract Administrator~~ ADMINISTRATOR;

28 b. Identification of specific CONTRACTOR staff designated to authorize Flexible Fund  
 29 expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may  
 30 include procedures for check requests/petty cash, or other methods of access to these funds;

31 c. Identification of the process for documenting and accounting for all Flexible Fund  
 32 expenditures, which shall include, but not be limited to, retention of comprehensible source  
 33 documentation such as receipts, copy of eClient's lease/rental agreements, general ledgers and  
 34 ~~needs~~ need(s) documented in eClient's master treatment plans;

35 d. Statement indicating that Flexible Funds may be utilized when other community  
 36 resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in  
 37 a timely manner, or are not appropriate for a eClient's situation. PSCs will assist eClients in exploring

1 other available resources, whenever possible, prior to utilizing Flexible Funds;

2 e. Statement indicating that no single Flexible Fund expenditure, in excess of \$1,000,  
3 shall be made without prior written approval of ADMINISTRATOR. In emergency situations,  
4 CONTRACTOR may exceed the \$1,000 limit, if appropriate and justified, and shall notify  
5 ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs  
6 and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe  
7 may result in disallowance of the expenditure;

8 f. Statement that pre-purchases shall only be for food, transportation, clothing and motels,  
9 as required and appropriate;

10 g. Statement indicating that pre-purchases of food, transportation and clothing vouchers  
11 and/or gift cards shall be limited to a combined \$5,000 supply on-hand at any given time, and that all  
12 voucher and/or gift card purchases and disbursement shall be tracked and logged by designated  
13 CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than \$25  
14 each;

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

18 i. Statement indicating that Flexible Funds are not to be used for housing for eClients that  
19 have not been enrolled in CONTRACTOR's program, unless approved in advance, and in writing, by  
20 ADMINISTRATOR;

21 j. Statement indicating that Flexible Funds shall not be given in the form of cash to any  
22 eClients either enrolled or in the outreach and eEngagement phase of the CONTRACTOR's program;  
23 and

24 k. Identification of procedure to ensure secured storage and documented disbursement of  
25 gift cards and vouchers for eClients, including end of year process accounting for gift cards still in staff  
26 possession, ~~and;~~

27 ~~1. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend~~  
28 ~~any of the requirements described in this Flexible Fund paragraph.~~

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

35 E. COUNTY RESPONSIBILITIES

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

37 a. Provide, or cause to be provided, training and ongoing consultation to

1 CONTRACTOR'S staff to assist CONTRACTOR in ensuring compliance with CY5 Standards of Care  
2 practices, policies and procedures, ~~Charting Manual and State Rehabilitation Manual requirements~~ DMH  
3 State Contract, documentation standards as per the current CY5 Annual Provider Training, Title IX, the  
4 Stare EPSDT Documentation Manual, the State TBS Documentation Manual, and Chapter 26.5 of the  
5 Government Code which describes, but is not limited to the requirements for AB3632 and Medi-Cal.

6 b. Assist CONTRACTOR in monitoring CONTRACTOR'S program to ensure  
7 compliance with workload standards, productivity and Medi-Cal documentation.

8 c. Review eClient charts to assist CONTRACTOR in ensuring compliance with CY5  
9 policies and procedures and Medi-Cal requirements.

10 d. Reviews and approves all Referrals of potential eClients to alternate services.

11 e. Reviews and approves all admissions, discharges from the program and extended stays  
12 in the program.

13 2. COUNTY'S Central Quality Review and Training shall:

14 a. Make available, training to CONTRACTOR'S staff in CY5 charting procedures.

15 b. Conduct periodic reviews of eClient charts to monitor CONTRACTOR'S compliance  
16 with CY5 policies and procedures and Medi-Cal requirements.

17 c. Monitor CONTRACTOR'S completion of corrective action plans filed in response to  
18 Medi-Cal and other reviews.

19 d. Monitor CONTRACTOR'S degree of compliance with COUNTY Standards of Care  
20 and CY5 Policies and Procedures, including but not limited to those pertaining to Quality Improvement,  
21 Medication Monitoring and Supervisory Review.

22 F. QUALITY IMPROVEMENT

23 1. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement  
24 Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements  
25 for quality improvement, supervisory review, and medication monitoring.

26 2. CONTRACTOR shall agree to adopt and comply with the ~~written~~ documentation standards  
27 as per the current CY5 Charting Annual Provider Training, DMH State Contract, Title IX, the Stare  
28 EPSDT Documentation Manual ~~or its equivalent~~, the State TBS Documentation Manual, and ~~the State~~  
29 ~~Rehabilitation requirements,~~ Chapter 26.5 of the Government Code as provided by ADMINISTRATOR;  
30 which describes, but is not limited to, the requirements for AB3632 and Medi-Cal ~~and CY5 charting~~  
31 ~~standards.~~

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

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

1 | CYS policies and procedures.

2 | 5. CONTRACTOR shall allow ADMINSTRATOR to attend, and if necessary conduct, QIC  
3 | and medication monitoring meetings.

4 | 6. CONTRACTOR shall participate in any clinical case review and implement any  
5 | recommendations made by COUNTY to improve eClient care.

6 | G. ~~Tokens~~ **TOKENS** – ADMINISTRATOR will provide CONTRACTOR the necessary number of  
7 | Electronic Tokens for appropriate individual staff to access the HCA IRIS at no cost to the  
8 | CONTRACTOR.

9 | 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with  
10 | a unique password. Tokens and passwords shall not be shared with anyone.

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

13 | 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the  
14 | Electronic Token for each staff member assigned a Token.

15 | 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following  
16 | conditions:

17 | a. Token of each staff member who is no longer performing work related to this  
18 | Agreement.

19 | b. Token of each staff member who no longer requires access to the HCA IRIS.

20 | c. Token of each staff member who leaves employment of CONTRACTOR.

21 | d. Tokens that are malfunctioning.

22 | 5. ADMINISTRATOR will issue Tokens for CONTRACTOR'S staff members who require  
23 | access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

24 | 6. CONTRACTOR shall reimburse the COUNTY for the actual cost of Tokens lost, stolen, or  
25 | damaged through acts of negligence.

26 | H. NATIONAL PROVIDER IDENTIFIER (NPI) - The standard unique health identifier adopted  
27 | by the Secretary of Health and Human Services under Health Insurance Portability and Accountability  
28 | Act (HIPAA) of 1996 for health care providers.

29 | 1. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI  
30 | for use to identify themselves in HIPAA standard transactions. The NPI is assigned to individuals for  
31 | life.

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

36 | I. NOTICE OF PRIVACY PRACTICES (NPP) - CONTRACTOR shall provide the NPP for the  
37 | County of Orange, as the Mental Health Plan, at the time of the first service provided under this

1 Agreement to individuals who are covered by Medi-Cal and have not previously received services at a  
 2 County operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the County of  
 3 Orange, as the Mental Health Plan, to any individual who received services under this Agreement.

4 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
 5 Subparagraph IV.

6 //

## 7 **V. STAFFING**

8 A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in  
 9 Full-Time Equivalents (FTEs) continuously throughout the term of this Agreement. One (1) FTE shall  
 10 be equal to an average of forty (40) hours work per week to provide FSW services:

11	PROGRAM	FTE	
12	Regional Director	<u>0.250</u>	<del>0.40</del>
13	Program Director	<u>1.000</u>	<del>1.00</del>
14	Licensed Therapist <del>Supervisor</del>	<u>2.000</u>	<del>1.00</del>
15	<del>Licensed Therapist</del>		<del>1.00</del>
16	<u>Office Manager</u>	<u>1.000</u>	
17	Office <del>Manager</del> <u>Assistant</u>	<u>4.000</u>	<del>1.00</del>
18	<del>Office Assistant</del>		<del>4.00</del>
19	<u>Quality Improvement Coordinator</u>	<u>1.000</u>	
20	<del>Quality Improvement</del> <u>Volunteer</u> Coordinator	<u>0.170</u>	<del>1.00</del>
21	<del>Volunteer Coordinator</del>		<del>0.17</del>
22	<u>Quality Improvement Administrator</u>	<u>0.110</u>	
23	<del>Quality Improvement Administrator</del>		<del>0.11</del>
24	<u>Outcomes Analyst (Caminar)</u>	<u>0.375</u>	
25	Billing Administrator	<u>0.110</u>	
26	Lead Personal Service Coordinator	<u>2.000</u>	<del>2.00</del>
27	Personal Service Coordinator	<u>6.000</u>	<del>9.00</del>
28	Personal Service Coordinator-Bilingual	<u>10.000</u>	<del>7.00</del>
29	Housing Specialist	<u>1.000</u>	<del>1.00</del>
30	Education <del>and</del> Employment		<del>1.00</del>
31	<del>Specialist</del> <u>Coordinator</u>	<u>1.000</u>	
32	<del>Peer Mentor</del> -Parent <u>Partner</u>	<u>3.000</u>	<del>3.00</del>
33	<del>Peer Mentor</del> -Youth <u>Partner</u>	<u>2.000</u>	<del>2.00</del>
34			
35			
36	TOTAL PROGRAM FTEs	<u>35.015</u>	<del>34.79</del>
37			

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

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

15 D. CONTRACTOR shall ~~make its best effort to~~ provide services pursuant to this Agreement in a  
 16 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
 17 shall maintain documentations of such efforts which may include: records of  
 18 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and  
 19 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of  
 20 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

#### 21 E. WORKLOAD STANDARDS

22 1. One (1) Direct Service Hour (DSH) shall be equal to sixty (60) minutes of direct eClient  
 23 service.

24 2. The CONTRACTOR shall provide, at a minimum, an average of one hundred (100) DSHs  
 25 per month per FTE, ~~or one thousand two hundred (1,200) DSHs~~ per year per FTE or agreed upon  
 26 productivity levels which shall include mental health, case management, crisis intervention, and other  
 27 support services and is inclusive of both billable and non-billable services.

28 3. CONTRACTOR shall, during the term of this Agreement, provide a minimum of twenty  
 29 three thousand five hundred eighty (23,580) DSH for client related services.

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

35 G. CONTRACTOR may augment the above paid staff with volunteers or interns upon written  
 36 approval of ADMINISTRATOR.

37 1. CONTRACTOR shall meet minimum requirements for supervision of each student



1 intern as required by the state Licensing Board and/or school program descriptions or work contracts.

2 — 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to  
3 each student intern providing mental health services and one (1) hour of supervision for each ten (10)  
4 hours of treatment for student interns providing substance abuse services. CONTRACTOR shall  
5 provide supervision to volunteers as specified in the respective job descriptions or work contracts.

6 — 3. A student intern is a person enrolled in an accredited graduate program accumulating  
7 clinically supervised work experience hours as part of field work, internship, or practicum requirements.  
8 Acceptable graduate programs include all programs that assist the student in meeting the educational  
9 requirements in becoming a Licensed Marriage and Family Therapist, a Licensed Clinical Social  
10 Worker, or a Licensed Clinical Psychologist.

11 — 4. Student intern services shall not comprise more than twenty percent (20%) of total  
12 services provided.

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

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

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

23 K. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of  
24 any staffing vacancies that occur during the term of this Agreement.

25 L. CONTRACTOR shall provide a minimum of sixteen (16) hours of training annually on the  
26 wraparound model, as exemplified by WOC, its applications and related topics to direct service staff in  
27 the FSW. This training shall be coordinated with WOC and may include such other topics identified by  
28 the COUNTY.

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

35 N. CONTRACTOR shall provide a minimum of one (1) hour of individual or two (2) hours of  
36 group supervision weekly to FSW direct service staff covering suicide assessment and crisis  
37 intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse, dealing

1 with difficult eClients, meeting facilitation and medication, confidentiality, identification of strengths,  
 2 promoting life skills and such other topics identified by the COUNTY. Formal training sessions may  
 3 also be used to cover these topics but cannot substitute for weekly supervision hours.

4 ~~N.O.~~ N.O. CONTRACTOR shall maintain a current signature-list including each supervisor and  
 5 provider of direct services who signs chart documentation. The list shall include the printed/type staff  
 6 name and title, followed by the legal signature with title as it appear on all chart documents. For  
 7 licensed or registered clinical staff, the name must match the name on the license or registration.

8 ~~O.P.~~ O.P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify  
 9 Subparagraph V.

10 //

## 11 VI. REPORTS

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

### 15 B. FISCAL

16 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
 17 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,  
 18 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost  
 19 center(s) per period described in the Services paragraph of Exhibit A to this Agreement. Such reports  
 20 shall also include ~~Direct Service Hours (DSHs)~~ DSH and number of eClients by program. ~~The~~ Such  
 21 reports shall be received by ADMINISTRATOR no later than ~~the 20th day~~ twenty (20) calendar days  
 22 following the end of the month being reported; or by date approved by ADMINISTRATOR.  
 23 CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.  
 24 Approvals from the ADMINISTRATOR will not exceed ~~more than~~ five (5) calendar days.

25 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These  
 26 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report  
 27 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services  
 28 paragraph of Exhibit A to this Agreement. Such reports shall include actual monthly costs and revenue  
 29 to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection  
 30 Reports shall be submitted in conjunction with the Monthly Expenditure and Revenue Reports. Such  
 31 reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days of every  
 32 month, except  
 33 July 2010, or by date approved by ADMINISTRATOR. Deviations to any approved budget line items  
 34 must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly  
 35 Expenditure and Revenue Report, or those cost deviations may be subject to disallowance.  
 36 CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.  
 37 Approvals from the ADMINISTRATOR will not exceed five (5) calendar days.

1        3. CONTRACTOR shall report the utilization of their Flexible Fund monthly on a form  
 2 acceptable to, or provided by ADMINISTRATOR. The Flexible Fund report shall be received by  
 3 ADMINISTRATOR no later than twenty three (23) calendar days following the end of the month  
 4 reported or by date approved by ADMINISTRATOR. CONTRACTOR must request in writing any  
 5 extensions to the due date of the monthly required reports. Approvals from the ADMINISTRATOR  
 6 will not exceed five (5) calendar days.

7        C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
 8 These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall, at a  
 9 minimum, report ~~the actual FTEs of the positions stipulated in the Staffing subparagraph of this Exhibit~~  
 10 ~~A to the Agreement~~ staff hours worked by position, DSHs provided by position, case load by position,  
 11 and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted  
 12 monthly salary, actual salary, and hire and/or termination date, and any other pertinent information as  
 13 may be required by ADMINISTRATOR. The reports shall be received by ADMINISTRATOR no later  
 14 than twenty (20) calendar days following the end of the month being reported or date approved by  
 15 ADMINISTRATOR. Deviations to any approved salary budgets/FTEs or actual salaries/FTEs  
 16 exceeding approved amounts must be approved in advance and in writing by ADMINISTRATOR and  
 17 annotated on the monthly Staffing Report, or those cost deviations may be subject to disallowance.  
 18 CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.  
 19 Approvals from the ADMINISTRATOR will not exceed five (5) calendar days.

20        D. PROGRAMMATIC - CONTRACTOR shall submit monthly programmatic reports to  
 21 ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than fifteen (15) calendar  
 22 days following the end of the month being reported. Programmatic reports shall include a description of  
 23 CONTRACTOR's progress in implementing the provisions of this Agreement, report of placement and  
 24 movement of eClients along the continuum of services using guidelines for monthly report of the  
 25 number of participants, voluntary and involuntary hospitalizations, special incidences, vocational  
 26 programs, educational programs, ~~direct service hours~~ DSH by staff, chart compliance, number of  
 27 contacts per member, number of rReferrals and eClients discharged from the program, in addition to any  
 28 pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in  
 29 population served and reasons for any such changes. CONTRACTOR shall state whether it is or is not  
 30 progressing satisfactorily in achieving all the terms of this Agreement.

### 31        E. DATA CERTIFICATION

32        1. CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered  
 33 into the CAMINAR data collection system and submitted to the COUNTY detailing the Partnership  
 34 Assessment Form (PAF), Quarterly Assessment (3M's), Key Event Tracking (KET) data and complete  
 35 eClient database must be certified with the submission of their monthly data.

36        2. CONTRACTOR shall ensure that all staff is knowledgeable of the data reports available  
 37 from the CAMINAR program and how to utilize them to ensure accuracy of the data.

1 3. CONTRACTOR is required to review the dataset and certify its accuracy on a Certification  
2 of Accuracy of Data form. It is recommended that the review of the “Domain Status Changes” process  
3 be part of CONTRACTOR’s supervisory weekly staff meeting.

4 4. In the event there are inaccuracies in the data by the CONTRACTOR, they must be  
5 corrected immediately. CONTRACTOR shall inform ~~CYS Program staff~~ ADMINISTRATOR of the  
6 inaccuracies they have identified and corrected and if the data was already sent to the COUNTY. If  
7 corrections were made after the original submission date a revised Certification of Accuracy of Data  
8 form is required.

9 5. CONTRACTOR shall ensure that Data Certification is completed by the tenth (10th)  
10 calendar day of each month for the data covering the previous month. A completed Certification of  
11 Accuracy of Data form must be faxed then mailed to your designated CYS Program staff.

12 6. CONTRACTOR shall develop a Policy and Procedure, or revise an existing Policy and  
13 Procedure, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20)  
14 calendar days from the start of this Agreement. ADMINISTRATOR and CONTRACTOR shall finalize  
15 and approve the Policy and Procedure, in writing, no later than thirty (30) calendar days from the start of  
16 this Agreement. If the Data Certification Policy and Procedure has not been approved after thirty (30)  
17 calendar days from the start of this Agreement, the Certification of Accuracy of Data form cannot be  
18 submitted to, or accepted by COUNTY, and CONTRACTOR may be deemed out of compliance with  
19 the terms and conditions of this Agreement.

20 7. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the  
21 Data Certification Policy and Procedure (P&P). CONTRACTOR will provide signature confirmation of  
22 the Data Certification P&P training for each staff member that utilizes, enters, reviews, and/or analyzes  
23 CAMINAR data.

24 F. PERFORMANCE OUTCOMES – COUNTY shall develop and provide CONTRACTOR with  
25 performance outcome measure guidelines for the purpose of evaluating the impact and/or contribution  
26 of CONTRACTOR’s services on the well-being of ~~the~~ Orange County residents being served under the  
27 terms of this Agreement.

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

32 H. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions or issues  
33 that adversely affect the quality and/or accessibility of eClient-related services provided by, and/or  
34 under contract with, the COUNTY.

35 //

36 //

37 //