

1 AGREEMENT FOR PROVISION OF
2 ~~MENTAL HEALTH MENTORING SERVICES~~
3 ~~FOR CHILDREN AND TRANSITIONAL AGE YOUTH~~
4 MENTORING SERVICES

5 BETWEEN
6 COUNTY OF ORANGE

7 AND
8 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH
9 DBA

10 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
11 ~~FISCAL YEAR 2009~~ JULY 1, 2010 THROUGH JUNE 30, 2011

12
13 THIS AGREEMENT entered into this 1st day of July 2010~~9~~, which date is enumerated for purposes
14 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
15 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH, DBA MENTAL HEALTH
16 ASSOCIATION OF ORANGE COUNTY, a California nonprofit corporation (CONTRACTOR). This
17 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

18
19 **W I T N E S S E T H:**

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21 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of ~~Mental Health~~
22 ~~Mentoring Services for~~ Children and Transitional Age Youth Mentoring Services described herein to
23 the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

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2
3 **Term:** July 1, 2010⁹ through June 30, 2011⁰

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5 **Maximum Obligation:** \$500,000

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7 **Basis for Reimbursement:** Actual Cost

8
9 **Payment Method:** Provisional Amount

Notices to COUNTY and CONTRACTOR:

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12 **COUNTY:** County of Orange
13 Health Care Agency
14 Contract Development and Management
15 405 West 5th Street, Suite 600
16 Santa Ana, CA 92701-4637

17 **CONTRACTOR:** Orange County Association for Mental Health ~~Association of Orange County~~
18 Db a Mental Health Association Of Orange County
19 822 Town and Country Road
20 Orange, CA 92868

CONTRACTOR's Insurance Coverages:

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

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

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

~~36.~~ 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 eClients of the Orange County Mental Health services system, and therefore it may be
26 necessary for authorized staff of ADMINISTRATOR to audit eClient files, or to exchange information
27 regarding specific eClients 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 eClients 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 1798.82.1

14 **V. COST REPORT**

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

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

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

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

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

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

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

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

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

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

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

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

36 //
37 //

//

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

Signed _____
Name _____
Title _____
Date _____"

VI. DELEGATION AND ASSIGNMENT

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

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

#

VII. EMPLOYEE ELIGIBILITY VERIFICATION

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

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,~~

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

1 or all Loaned Equipment to COUNTY.

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

7 ~~—F~~//

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

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

13 CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies, and
14 reports in accordance with Exhibit A₂ to this Agreement. COUNTY shall compensate, and authorize,
15 when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this
16 Agreement with at least the minimum number and type of staff which meet applicable federal and state
17 requirements, and which are necessary for the provision of the services hereunder.

18 **X. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

11
12 **XI. INSPECTIONS AND AUDITS**

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

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

26 C. AUDIT RESPONSE

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

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

1 amount not to exceed the reimbursement due COUNTY.

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

6 //

7 **XII. LICENSES AND LAWS**

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

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

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

36 15 Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A122, and A-133.

37 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

21
22 **XIII. LITERATURE AND ADVERTISEMENTS**

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

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

33
34 **XIV. MAXIMUM OBLIGATION**

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

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XV. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 //

8 **XVI. NOTICES**

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

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

13 2. When faxed, transmission confirmed;

14 3. When sent by electronic mail; or

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

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

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

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

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

29
30 **XVII. NOTIFICATION OF DEATH**

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

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

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

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

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

5 B. TERMINAL ILLNESS DEATH

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

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

16 #

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

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

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

25
26 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

14 ~~E.~~

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

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

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

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

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

37 H. CONTRACTOR may be required to pay any costs associated with a breach of privacy

1 and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR
2 shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

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

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

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

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

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

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

21 22 **XX. REVENUE**

23 ~~A~~A. CLIENT FEES - CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a
24 fee to clients, except AB 3632 clients, to whom services, other than Medi-Cal Services, are provided
25 pursuant to this Agreement, their estates and responsible relatives, according to their ability to pay as
26 determined by the State Department of Mental Health's "Uniform Method of Determining Ability to
27 Pay" (UMDAP) procedure, and in accordance with Title 9 of the California Code of Regulations. Such
28 fee shall not exceed the actual cost of services provided. No client shall be denied services because of
29 an inability to pay.

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

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

1 CONTRACTOR to be uncollectible.

2 #

3 **XXI. SEVERABILITY**

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

9
10 **XXII. SPECIAL PROVISIONS**

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

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

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

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

18 3. Supplanting current funding for existing services.

19 4. Fundraising.

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

22 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
23 services.

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

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

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

32 ~~1.~~ 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
33 CONTRACTOR's clients.

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

36 23. Providing inpatient hospital services or purchasing major medical equipment.

37 34. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal

1 funds (matching).

2 ~~4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~
3 ~~CONTRACTOR's clients.~~

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

5 ~~6~~ 5. Making phone calls outside of the local area unless documented to be directly for
6 the purpose of eClient care.

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

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

10
11 **XXIII. STATUS OF CONTRACTOR**

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

23
24 **XXIV. TERM**

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

30
31 **XXV. TERMINATION**

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

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

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

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

17 D. CONTINGENT FUNDING

- 18 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 19 a. The continued availability of federal, state and county funds for reimbursement of
20 COUNTY's expenditures, and
 - 21 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
22 approved by the Board of Supervisors.

23 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate
24 or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.
25 ~~COUNTY shall reimburse CONTRACTOR for services pre-approved by ADMINISTRATORS on a~~
26 ~~Prior Authorization Form. These services must be provided prior to termination of this Agreement.~~

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

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

- 32 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
33 is consistent with recognized standards of quality care and prudent business practice.
- 34 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
35 performance during the remaining contract term.
- 36 3. Assist ADMINISTRATOR in effecting the transfer of eClients in a manner consistent with
37 their best interests.

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

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

5 6. 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 7. 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 eClients 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.

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

3
4 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA
5 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
6

7 BY: _____ DATED: _____
8

9 TITLE: _____
10

11
12 COUNTY OF ORANGE
13

14
15 BY: _____ DATED: _____
16

17
18 _____
19 CHAIR OF THE BOARD OF SUPERVISORS

20 SIGNED AND CERTIFIED THAT A COPY
21 OF THIS DOCUMENT HAS BEEN DELIVERED
22 TO THE CHAIRMAN OF THE BOARD. PER G.C. SEC. 25103, RESO 79-1535
23

24 ATTEST:

25 _____ DATED: _____
26

27 DARLENE J. BLOOM
28 Clerk of the Board of Supervisors
29 ~~of~~ Orange County, California
30

31 APPROVED AS TO FORM
32 OFFICE OF THE COUNTY COUNSEL
33 ORANGE COUNTY, CALIFORNIA
34

35 BY: _____ DATED: _____
36

37 _____
DEPUTY

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

EXHIBIT A
TO AGREEMENT WITH
~~ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA~~
~~MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY~~
~~FISCAL YEAR 2009~~ MENTORING SERVICES
JULY 1, 2010 THROUGH JUNE 30, 2011

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

1 4. Partnership Assessment Form (PAF) means the baseline assessment for each eClient that
 2 must be completed and entered into CAMINAR system within thirty (30) days of the Partnership FSP
 3 date.

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

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

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

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

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

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

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

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

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

1 appropriate services within the community. Engagement of ~~client(s)~~ Client is the objective of a
2 successful outreach.

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

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

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

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

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

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

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

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

34 W. Individual Services and Support Funds (Flexible Funds) means funds ~~intended for~~ use to
35 provide ~~e~~ Clients and/or their families with immediate assistance, as deemed necessary, for the treatment
36 of their mental illness and improve their overall quality of life. Flexible Funds are generally categorized
37 as housing, ~~e~~ Client transportation, food, clothing, medical and miscellaneous expenditures that are

1 individualized and appropriate to support eClient's' mental health treatment activities.

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

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

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

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

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

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

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

36 AE. Medication Services means face-to-face or telephone services provided by a licensed physician,
37 registered nurse, or other qualified medical staff. This service ~~shall include~~ includes evaluation and

1 documentation of the clinical justification for use of the medication, dosage, side effects, compliance,
2 and response of the Client to medication.

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

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

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

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

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

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

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

1 and response to medication, ~~as well as obtaining~~. In addition, the licensed physicians, registered nurses,
 2 or other qualified medical staff must obtain informed consent, from Clients prior to providing
 3 medication education and plan development related to the delivery of ~~the service~~ these services and/or
 4 assessment ~~of the beneficiary~~ to Clients.

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

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

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

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

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

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

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

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

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

18 1. ~~Mentee means a child, transitional age youth, or parent of a child who is receiving mental~~
19 ~~health services in county-operated or contracted CYS programs and has been matched or paired with an~~
20 ~~MHA-PT mentor.~~

21 2. ~~Mentor Coordinator means a person who is responsible for recruiting, screening, training,~~
22 ~~coordinating, and overseeing the duties of volunteer and paid mentors. Qualifications for a Mentor~~
23 ~~Coordinator may include a bachelor's degree in sociology, psychology or other human services field~~
24 ~~(preferred), however two years of volunteer recruitment or volunteer coordination with a non-profit~~
25 ~~organization may be substituted.~~

26 3. ~~Mentor Match means the mutually agreed upon pairing of a mentor and mentee based upon~~
27 ~~clear and established criteria including, but not limited to, information gained through paper based~~
28 ~~narratives from therapists, mentors, and mentees; questionnaires; interviews; and introductory meetings.~~

29 4. ~~Mentoring Best Practices means mentoring services that are designed and delivered in~~
30 ~~accordance with nationally recognized standards, such as those promulgated by the MENTOR/National~~
31 ~~Mentoring Partnership, an organization widely acknowledged as the nation's premier advocate and~~
32 ~~resource for the expansion of mentoring initiatives.~~

33 5. ~~Mentoring Duration means the length of time and frequency of mentoring services~~
34 ~~provided by the mentor to the mentee under this contract. A desired mentoring duration will be a~~
35 ~~minimum of six months although a mentoring duration of one year is recommended due to the enhanced~~
36 ~~bonding that may occur in longer-lasting relationships. Once the match has been established, mentors~~
37 ~~and mentees should meet regularly based upon a frequency and duration that is mutually agreed upon by~~

~~all interested parties (e.g., parents will be involved in the arrangements made for their children). Mentoring frequency for children/ youth, and TAY, might vary between two to five (2-5) hours per week, depending upon the needs of the mentee. For mentors working with parents, the frequency may vary between 4-8 hours per month.~~

~~Paid Parent Mentor means a person age 26 and older who has been screened and trained to provide mentoring services and is reimbursed for providing such services under this contract.~~

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

Paid TAY

~~3. Volunteer Mentor means a person an individual, age 18 to 25 twenty-one (21) and older, who has been screened and trained to provide mentoring services Mentoring Services and is not reimbursed for providing such services under this contract. A different designation for this position is permissible for purposes of CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by clear cross-referencing in all reports and communications to ADMINISTRATOR.~~

~~6. Screening means all screening methods mentioned in this contract, including, but not limited to, a Live Scan and Department of Motor Vehicles Pull report.~~

~~7. Strength-based Recruitment means the practice of highlighting an organization's strengths and the benefits of working with its target population in a way that appeals to the deepest needs and motivations of potential mentors so a pool of committed and dedicated mentors is maintained.~~

~~Volunteer Mentor means a person age 21 and older who has been screened and trained to provide mentoring services and is not reimbursed for providing such services under this contract.~~

Mentoring Services Contract. "Reimbursement" for services excludes those expenses, such as transportation costs, that are as this is an allowable reimbursement costs under this contract and reimbursable cost. A different designation for this position is permissible for purposes of CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by clear cross-referencing in all reports and communications to ADMINISTRATOR.

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

AL. Notice of Action (NOA-A) means a Medi-Cal requirement that informs the beneficiary that s/he/she is not entitled to any specialty mental health service. The County of Orange has expanded the

1 requirement for an NOA-A to all ~~individuals~~beneficiaries requesting an assessment for services and
2 found not to meet the ~~medical necessity~~Medical Necessity criteria for specialty mental health services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 AZ. RCL 12 Group Home means a group home reviewed by the State Department of Social
 37 Services, Foster Care Rates Bureau ~~and found to meet~~ that meets the requirements for a Rate

1 Classification Level (RCL) of 12.

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

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

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

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

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

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

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

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

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

35 BJ. Youth Partner/Specialist means ~~a person~~ an individual who has a high school diploma ~~and,~~
36 preferably a bachelor's degree in human services or a related field, and has a background working with
37 ~~minors, who provides~~ children and transitional age youth. This individual is to provide consistent,

reinforcing support to ~~a consumer~~ Clients by allowing opportunities for Clients to learn and practice prosocial behavior, problem solving skills, and coping skills. In the spirit of MHSA, these positions ~~should~~ can be filled by adequate numbers of bilingual, bicultural staff in order to meet the Referral needs of the program and the threshold language requirements for Orange County. ~~Former~~ It is also recommended by the COUNTY that former mental health consumers Clients and/or their family members ~~of consumers should also~~ be given a high priority for these positions because of due to their unique insight into the experiences of eClients.

#

II. BUDGET

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

	<u>BUDGET</u>	<u>BUDGET</u>
ADMINISTRATIVE COSTS		
Salaries	\$ 27,772	\$ 23,269
Benefits	5,735	4,655
Services and Supplies	12,191	11,322
—Subcontractors	6,000	7,200
SUBTOTAL <u>ADMINISTRATIVE COST</u>	\$ 51,698	\$ 46,446
 PROGRAM COST		
Salaries	\$289,003	\$275,418
Benefits	59,679	46,821
Services and Supplies	99,620	131,315
SUBTOTAL <u>PROGRAM COST</u>	\$448,302	\$453,554
 TOTAL GROSS COSTS	\$500,000	
 REVENUE		
Mental Health Services Act	\$ 500,000	
TOTAL REVENUE	\$500,000	
 TOTAL MAXIMUM OBLIGATION	\$500,000	

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

1 funds between programs, or between budgeted line items within a program; for the purpose of meeting
 2 specific program needs or for providing continuity of care to ~~its clients.~~ Clients. CONTRACTOR's
 3 application shall include a narrative specifying the purpose of the request, the amount of said funds to be
 4 shifted, and the sustaining impact of the shift as may be applicable to future years.- Approval by
 5 ADMINISTRATOR shall be in writing to CONTRACTOR prior to implementation by
 6 CONTRACTOR.

7 #

8 **III. ~~PAYMENTS~~ PAYMENTS**

9 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$41,667
 10 per month. All payments are interim payments only and subject to Final Settlement in accordance with
 11 the Cost Report paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the
 12 actual cost of providing the services; however, the total of such payments does not exceed COUNTY's
 13 Total Maximum Obligation and, provided further, CONTRACTOR's costs are reimbursable pursuant
 14 ~~to county~~ to county, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay
 15 supplemental billings for any month for which the provisional amount specified above has not been
 16 fully paid.

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

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

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

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

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

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

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

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

8 #

9 **IV. SERVICES**

10 ~~FACILITY~~ A. FACILITIES

11 1. CONTRACTOR shall maintain a minimum of one (1) facility which meets the ~~County's~~
12 ~~minimum~~ COUNTY's requirements for ~~eligibility for~~ the provision of Mental Health Mentoring
13 ~~Program~~ Services for Children ~~and~~ Transitional Age Youth (TAY), and their parent(s)/guardian(s) at
14 the following location or any other location approved by ADMINISTRATOR:

15
16 ~~790 Town & Country Road~~
17 ~~Orange, CA 92868~~

18
19 790 Town & Country Road
20 Orange, CA 92868

21
22 2. CONTRACTOR shall provide eClients with instructions on how to contact their mentor
23 during unscheduled times during the week, and how to reach alternate contacts when the mentor is not
24 available.

25 3. Upon COUNTY's approval of the ~~provider's~~ CONTRACTOR's existing ~~site~~ facility or any
26 other facility, the CONTRACTOR shall be responsible for making any necessary changes to meet
27 COUNTY's ~~program site~~ policies and procedures regarding facility standards.

28 B. MENTORING SERVICES

29 1. CONTRACTOR shall deliver ~~mental health mentoring services~~ Mental Health Mentoring
30 Services to Serious Emotionally Disturbed (SED) ~~children~~ and ~~TAY~~, Seriously Mentally Ill (SMI) ~~TAY~~
31 ~~and parents of children~~ Clients and ~~TAY~~ their parent(s)/guardian(s) who are receiving mental health
32 services ~~at County in the county~~ or Econtract operated mental health programs.

33 2. CONTRACTOR shall accept requests for mentoring services from therapists providing
34 mental health services in ~~County~~ the county or contract operated programs including, but not limited to,
35 eClients meeting the following criteria:

- 36 a. Orange County residents;
- 37 b. displaying behaviors or a history indicative of ~~Seriously Emotionally Disturbed~~ SED

1 as defined by the California Welfare and Institutions Code 5000.3;

2 c. males or females ~~between the~~ ages ~~of~~ 5 to 25 and their families;

3 d. experiencing significant familial conflict;

4 e. at risk of hospitalization and/or out-of-home placement or homelessness;

5 f. unserved or underserved because of linguistic or cultural isolation; and

6 g. ~~those TAY who~~ Clients with intensive short-term support, needs but could be returned
7 to their families or independent living situation from inpatient or out-of-home care.

8 ~~1. CONTRACTOR shall be expected to meet or exceed the following established standards~~
9 ~~during the term of this Agreement. CONTRACTOR shall provide mentoring services to a minimum of~~
10 ~~ninety (90) clients in which, fifty-five (55) will be children and parents and thirty-five (35) will be~~
11 ~~Transitional Age Youth.~~

12 3. CONTRACTOR shall be responsible for the recruitment of all mentors and volunteers used
13 in the program.

14 a. Recruitment efforts shall include, but not be limited to, recruiting from the corporate,
15 professional, educational and faith-based community organizations in Orange County, as well as other
16 neighborhood and cultural groups that represent the local demographics. Recruitment efforts shall take
17 into consideration the principles outlined in the MHSA ~~so as to~~ and shall include those who are bilingual
18 in threshold languages ~~and/or~~ former recipients of behavioral health services, and/or family members
19 of those who have received behavioral health services.

20 b. CONTRACTOR shall develop, implement, and maintain a “strength-based”
21 recruitment ~~to process~~. This pro-active recruitment process will ensure ~~that~~ a sufficient and diverse pool
22 of mentors will meet the needs of the ethnic and linguistic makeup ~~of children and youth and~~
23 ~~transitional age youth that are~~ Clients being served ~~by CYS County operated or contracted service~~
24 ~~providers~~ in Orange County.

25 4. CONTRACTOR shall be responsible for the provision of all screening requirements for
26 program staff, mentors and volunteers. This shall include, but not be limited to: ; sanction screening
27 through the Office of Inspector General (OIG), Live Scan, and the Department of Motor Vehicles Pull
28 report.

29 5. CONTRACTOR shall develop and implement a training curriculum for program staff,
30 mentors and volunteers; as well as provide instruction and referral materials for service providers from
31 ~~CYS County operated~~ county and contracted programs ~~who~~ that make mentor requests.

32 a. CONTRACTOR’s training program shall utilize standards and principles that are
33 considered “best practices” by nationally known mentoring organizations, such as the
34 MENTOR/National Mentoring Partnership, an organization widely acknowledged as the nation’s
35 premier advocate and resource for the expansion of mentoring initiatives.

36 b. CONTRACTOR’s training program shall include, but not be limited to: ; addressing
37 issues of eClient safety, maintaining appropriate ethical boundaries, conflict resolution, and maintaining

1 confidentiality of eClient information.

2 6. CONTRACTOR shall use “best practices” to ensure mentors and mentees are matched in a
3 manner that leads to the safest and most effective relationship possible.

4 a. The screening process for the match shall include, but not be limited to, formal and
5 informal interviews, personal profiles, comparative interest inventories, and get-acquainted sessions.

6 b. CONTRACTOR shall also consider ethnicity, culture, language capability and age
7 during the matching process as it relates to the mentees’ needs.

8 c. Once the match has been established, mentors and mentees are to meet regularly based
9 upon a frequency and duration that is mutually agreed upon by all interested parties.

10 ~~Parents~~ Parent(s)/guardian(s) shall be involved in the mentor arrangements made for ~~their children when~~
11 ~~parents are acting as guardian.~~ Client(s). Mentoring frequency for ~~children and TAY~~ Clients may vary
12 between two to five (2-5) hours per week, depending upon the needs of the mentee ~~and shall occur~~
13 ~~weekly.~~

14 d. The mentoring duration shall be a minimum of six (6) months ~~although, however,~~ a
15 mentoring duration of one (1) year ~~is~~ can be recommended due to the enhanced bonding that may occur
16 in longer-lasting relationships.

17 e. For mentors working with a Client’s “parent” ~~client,~~ guardian,” the frequency may
18 vary between 4-8 hours per month. The duration of the parent/guardian mentoring relationship shall be
19 determined on an individual basis and ~~as needed,~~ needs of Client and the parent/guardian.

20 f. CONTRACTOR shall ensure mentors maintain ongoing contact with the mental
21 health service provider, so pertinent changes in mentee’s circumstances can be communicated between
22 the mentor and the mental health service provider ~~to.~~ This will also allow input from the mental health
23 service provider regarding the mentoring relationship.

24 7. CONTRACTOR shall work closely with ~~CYS County operated~~ county or contracted
25 ~~service providers~~ programs when a request for a mentor is made. CONTRACTOR shall not refuse
26 therapists’ requests for mentors if CONTRACTOR has available space and appropriate staffing to
27 provide mentors, unless otherwise approved by ~~Contract Monitor and/or Children and Youth Services~~
28 ~~(CYS) Administration~~ ADMINISTRATOR.

29 8. CONTRACTOR shall ensure that the program staff promotes the benefits of mentoring to
30 the community at large ~~and.~~ In addition, CONTRACTOR shall ensure that any resources ~~that are~~
31 offered by community agencies and/or individuals from the community, as a result of that mentoring
32 promotion, ~~are~~ is used for the direct benefit of the mentees (e.g., donated tickets to community events).

33 9. CONTRACTOR shall develop procedures that monitor quality assurance, provide outcome
34 measures of eClient satisfaction, and measure overall program performance ~~that~~ in order to meet national
35 standards of mentoring performance outcomes.

36 10. CONTRACTOR shall maintain an accurate and regularly updated mentor program
37 webpage(s) to serve as an information source and mentor recruitment tool. The page(s) shall include an

1 | online application process allowing interested volunteers to apply to become a mentor as this is a best
2 | practice model.

3 | 11. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
4 | mentoring services as described in Subparagraphs IV.B.1-11 within the scope of the Mental Health
5 | Mentoring Program.

6 | 12. CONTRACTOR shall attend:

7 | a. Case conferences, as requested by ~~COUNTY staff~~, ADMINISTRATOR to address any
8 | aspect of ~~services provided~~ clinical care.

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

12 | ~~Staff~~

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

15 | d. Quarterly QIC meetings.

16 | 13. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
17 | conduct research activity on COUNTY eClients without obtaining prior written authorization from
18 | ADMINISTRATOR.

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

24 | C. PERFORMANCE OUTCOMES – CONTRACTOR ~~shall~~ will complete Performance Outcome
25 | Measures as required by State and/or COUNTY. The expected outcomes for the Monitoring Plan are
26 | to enable eClients to adaptively function at a higher and more appropriate level and to provide a
27 | quantifiable and repeatable measure to assess overall program effectiveness. The CONTRACTOR
28 | ~~shall~~ will cooperate in data collection in order to develop baseline figures for future evaluation and
29 | report performance in terms of eClient satisfaction, length of stay and duration of services.

30 | D. COUNTY RESPONSIBILITIES

31 | 1. COUNTY may designate a Contract Consultant who shall:

32 | a. Provide, or cause to be provided, training and ongoing consultation to
33 | CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with CYS Standards of Care
34 | practices, policies and procedures, DMH State Contract, documentation standards as per the current
35 | CYS Annual Provider Training, Title IX, the State EPSDT Documentation Manual, the State TBS
36 | Documentation Manual, and Chapter 26.5 of the Government Code which describes, but is not limited
37 | to the requirements for AB3632 and Medi-Cal.

1 b. Assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance
2 with workload standards, productivity and program documentation.

3 c. Review client files to assist CONTRACTOR in ensuring compliance with CYS policies
4 and procedures.

5 d. Reviews and approves all referrals of potential clients to alternate services.

6 e. Reviews and approves all admissions, discharges from the program and extended stays
7 in the program.

8 f. Conducts periodic review of established mentor/client outcome measures, including
9 client/parent/therapist satisfaction with program.

10 g. Conducts periodic reviews of mentor/client charts to monitor CONTRACTOR's
11 compliance with CYS policies and procedures.

12 h. Monitors CONTRACTOR's degree of compliance with COUNTY and mentoring
13 standards of care and CYS policies and procedures.

14 E. QUALITY IMPROVEMENT

15 1. CONTRACTOR shall agree to adopt and comply with a written quality improvement
16 implementation plan and procedures provided by ADMINISTRATOR which describe the requirements
17 for quality improvement.

18 2. CONTRACTOR shall regularly review their documentation to ensure compliance with
19 COUNTY policies and procedures and establish mechanisms to prevent inaccurate claim submissions.

20 3. CONTRACTOR shall maintain on file at the facility minutes and records of all quality
21 improvement meetings and processes. Such records and minutes shall also be subject to regular review
22 by ADMINISTRATOR in the manner specified in the CYS policies and procedures.

23 4. CONTRACTOR shall participate, if applicable, in any case review and implement any
24 recommendations made by COUNTY to improve client care.

25 F. CONTRACTOR shall attend COUNTY meetings as necessary to discuss contractual and other
26 issues related to, but not limited to compliance with policies and procedures, statistics and start-up
27 services.

28 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
29 Subparagraph IV.

30 //

31 **V. STAFFING**

32 ~~A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns~~
33 ~~and members of the Board of Directors which shall include, but not be limited to, standards related to~~
34 ~~the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual contact with clients; and~~
35 ~~conflict of interest.~~ CONTRACTOR shall, at a minimum, provide the following staffing pattern

36 expressed in Full-Time Equivalent (FTEs) continuously throughout the term of this Agreement. One
37 (1) FTE shall be equal to an average of forty (40) hours work per week to provide mentoring program

1	<u>services:</u>	
2		
3		<u>FTEs</u>
4	<u>ADMINISTRATIVE</u>	
5	<u>Executive Director</u>	<u>0.10</u>
6	<u>Administrative Director</u>	<u>0.10</u>
7	<u>Clerical Specialists</u>	<u>0.20</u>
8	<u>Accountant</u>	<u>0.10</u>
9	<u>SUBTOTAL ADMINISTRATIVE FTEs</u>	<u>0.50</u>
10		
11	<u>SUBCONTRACTORS</u>	
12	<u>Accounting Services</u>	<u>0.03</u>
13	<u>Human Resources Services</u>	<u>0.10</u>
14	<u>SUBTOTAL SUBCONTRACTORS FTEs</u>	<u>0.13</u>
15		
16	<u>TOTAL ADMINISTRATIVE FTEs</u>	<u>0.63</u>
17		
18	<u>PROGRAM</u>	
19	<u>Program Director</u>	<u>1.00</u>
20	<u>Program Assistant</u>	<u>1.00</u>
21	<u>Mentor Coordinators</u>	<u>3.00</u>
22	<u>TAY Mentors</u>	<u>3.00</u>
23	<u>Parent Mentor</u>	<u>0.50</u>
24	<u>TOTAL PROGRAM FTEs</u>	<u>8.50</u>
25		
26	<u>GRAND TOTAL FTEs</u>	<u>9.13</u>
27		

~~A.— B. —Prior to providing any services pursuant to this Agreement, all members of the Board of Directors, employees, volunteers and interns shall agree in writing to maintain the standards set forth in the Code of Conduct. A copy of the Code of Conduct shall be provided to each client upon admission and shall be posted in writing in a prominent place.~~

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

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

~~CONTRACTOR shall make its best effort to~~

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

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

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

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

	FTEs
ADMINISTRATIVE	
—Executive Director	0.10
—Administrative Director	0.10
—Administrative Assistant	0.10
TOTAL ADMINISTRATIVE FTEs	0.30
PROGRAM	
—Program Director	1.00
—Mentor Coordinator	1.00
—Mentor Coordinator	1.00
—Mentor Coordinator	1.00
—Staff Assistant	1.00

1	TAY Mentor	0.50
2	TAY Mentor	0.50
3	TAY Mentor	0.50
4	TAY Mentor	0.50
5	TAY Mentor	0.50
6	Parent Mentor	<u>0.50</u>
7	TOTAL PROGRAM FTEs	8.00
8		
9	GRAND TOTAL FTEs	8.30

#

E. WORKLOAD STANDARDS

1. CONTRACTOR shall maintain a total of ~~ninety (90) clients~~ one hundred and ten (110) Clients; in which ~~fifty five (55)~~ sixty-six (66) Clients shall be children and ~~parents and thirty five (35) their parent(s)/guardian(s), and the other forty-four (44) Clients~~ shall be Transitional Age Youth, and their parent(s)/guardian(s).

2. CONTRACTOR shall be expected to meet or exceed the following established standards for FY ~~2009-10~~ 2010-2011.

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

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

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

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

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

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

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

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

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

13 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
 14 Subparagraph V.

15 #

16 **VI. REPORTS**

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

20 B. FISCAL

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

30 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
 31 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
 32 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
 33 paragraph of Exhibit A to this Agreement. Such reports shall include actual monthly costs and revenue
 34 to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection
 35 Reports shall be submitted in conjunction with the Monthly Expenditure and Revenue Reports. Such
 36 reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days of every
 37 month, except July 2010, or by date approved by ADMINISTRATOR. Deviations to any approved

1 budget line items must be approved in advance and in writing by ADMINISTRATOR and annotated on
 2 the monthly Expenditure and Revenue Report, or those cost deviations may be subject to disallowance.
 3 CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.
 4 Approvals from the ADMINISTRATOR will not exceed five (5) calendar days.

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

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

24 D. PROGRAMMATIC - CONTRACTOR shall submit monthly programmatic reports to
 25 ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than fifteen (15) calendar
 26 days following the end of the month being reported. Programmatic reports shall include a description of
 27 CONTRACTOR's progress in implementing the provisions of this Agreement, report of ~~total clients~~
 28 ~~served, information pertaining to clients that are currently on hold,~~ placement and movement of Clients
 29 ~~along the continuum of services using guidelines for monthly report of the number of clients referred~~
 30 ~~and~~ participants, voluntary and involuntary hospitalizations, special incidences, vocational programs,
 31 educational programs, number of contacts per member, number of Referrals and Clients discharged
 32 from the program, ~~information on volunteers that are matched and volunteers that are in the process of~~
 33 ~~being matched to a client,~~ in addition to any pertinent facts or interim findings, staff changes, status of
 34 licenses and/or certifications, changes in population served and reasons for any such changes.
 35 CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of
 36 this Agreement.

37 E. DATA CERTIFICATION

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

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

7 3. CONTRACTOR is required to review the dataset and certify its accuracy on a Certification
8 of Accuracy of Data form. It is recommended that the review of the "Domain Status Changes" process
9 be part of CONTRACTOR's supervisory weekly staff meeting.

10 4. In the event there are inaccuracies in the data by the CONTRACTOR, they must be
11 corrected immediately. CONTRACTOR shall inform ADMINISTRATOR of the inaccuracies they
12 have identified and corrected and if the data was already sent to the COUNTY. If corrections were
13 made after the original submission date a revised Certification of Accuracy of Data form is required.

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

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

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

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

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

37 A. H. CONTRACTOR shall advise ADMINISTRATOR of any special incidents,

1 conditions or issues that adversely affect the quality and/or accessibility of eClient-related services
2 provided by, and/or under contract with, the COUNTY.
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