

1 AGREEMENT FOR PROVISION OF
2 TRANSITIONAL AGE YOUTH
3 FULL SERVICE/WRAPAROUND SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 PROVIDENCE COMMUNITY SERVICES

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

9
10 THIS AGREEMENT entered into this 1st day of July 2010⁹, which date is enumerated for purposes
11 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
12 PROVIDENCE COMMUNITY SERVICES, a California for profit corporation (CONTRACTOR).
13 This Agreement shall be administered by the County of Orange Health Care Agency
14 (ADMINISTRATOR).

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

17
18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
19 Transitional Age Youth Full Service/Wraparound Services described herein to the residents of
20 Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

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

3
4 **Maximum Obligation:** \$4,213,000

5
6 **Basis for Reimbursement:** Actual Cost

7
8 **Payment Method:** Provisional Amount

9 **Notices to COUNTY and CONTRACTOR:**

10
11 **COUNTY:** County of Orange
12 Health Care Agency
13 Contract Development and Management
14 405 West 5th Street, Suite 600
15 Santa Ana, CA 92701-4637

16 **CONTRACTOR:** Providence Community Services
17 4281 Katella Avenue, Suite 201
18 Los Alamitos, CA 90703

19
20 **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 A aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 <u>combined single limit</u> Combined Single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
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 clients of the Orange County Mental Health services system, and therefore it may be
26 necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information
27 regarding specific clients with COUNTY or other providers of related services contracting with
28 COUNTY.

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

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

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

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

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

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

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

14 **V. COST REPORT**

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

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

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

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

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

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

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

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

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

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

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

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

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

1 attached to the Cost Report:
2

3 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
4 supporting documentation prepared by _____ for the cost report period
5 beginning _____ and ending _____ and that, to the best of my
6 knowledge and belief, costs reimbursed through this Agreement are reasonable and
7 allowable and directly or indirectly related to the services provided and that this Cost
8 Report is a true, correct, and complete statement from the books and records of
9 (provider name) in accordance with applicable instructions, except as noted. I also
10 hereby certify that I have the authority to execute the accompanying Cost Report.
11

12 Signed _____
13 Name _____
14 Title _____
15 Date _____ "

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

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

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

33 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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

8 **VIII. EQUIPMENT**

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

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

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

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

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

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

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

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

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

17 //

18 **X. INDEMNIFICATION AND INSURANCE**

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

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

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

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

37 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess

1 of, and not contribute with, insurance provided by this policy."

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

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

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

10
11 **XI. INSPECTIONS AND AUDITS**

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

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

25 **C. AUDIT RESPONSE**

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

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

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

6 **XII. LICENSES AND LAWS**

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

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

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

1 exist now, or be hereafter amended, and if applicable.

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

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

8 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

29
30 **XIII. LITERATURE AND ADVERTISEMENTS**

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

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

4 XIV. MAXIMUM OBLIGATION

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

8 XV. NONDISCRIMINATION

9 A. EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10
11 **XVI. NOTICES**

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

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

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

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

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

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

32
33 **XVII. NOTIFICATION OF DEATH**

34 A. NON-TERMINAL ILLNESS DEATH

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

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

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

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

8 **B. TERMINAL ILLNESS DEATH**

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

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

19 //

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

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

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

28 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

3 ~~4. 45 CFR, HIPAA Privacy Rule (Designated Record Set).~~

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

5 #

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

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

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

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

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

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

27 1. The medical records and billing records about individuals maintained by or for a covered
28 health care provider;

29 2. The enrollment, payment, claims adjudication, and case or medical management record
30 systems maintained by or for a health plan; or

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

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

35 ~~F.~~ F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
36 security of personally identifiable information (hereinafter "PII") and/or protected health information
37 (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or

1 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
2 and email or facsimile.

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

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

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

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

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

19 #

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

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

25 26 **XX. REVENUE**

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

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

36 C. PROCEDURES - CONTRACTOR shall maintain internal financial controls which adequately
37 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically

1 provide for the identification of delinquent accounts and methods for pursuing such accounts.
2 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
3 status of fees which are billed, collected, transferred to a collection agency or deemed by
4 CONTRACTOR to be uncollectible.

5
6 **XXI. SEVERABILITY**

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

12
13 **XXII. SPECIAL PROVISIONS**

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

- 16 1. Making cash payments to intended recipients of services through this Agreement.
17 2. Lobbying any governmental agency or official or making political contributions.

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

- 22 3. Supplanting current funding for existing services.
23 4. Fundraising.
24 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
25 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
26 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
27 services.
28 7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
29 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
30 salary advances or giving bonuses to CONTRACTOR's staff.

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

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

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

2. Providing inpatient hospital services or purchasing major medical equipment.
3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
4. Funding travel or training (excluding mileage or parking).
5. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
6. Payment for grant writing, consultants, certified public accounting, or legal services.
7. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

XXIII. STATUS OF CONTRACTOR

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

XXIV. TERM

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

//

XXV. TERMINATION

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

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (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 E. In the event this Agreement is terminated prior to the completion of the term as specified on
26 Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
27 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

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

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

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

- 37 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with

1 their best interests.

2 ~~4~~5. If records are to be transferred to COUNTY, pack and label such records in accordance
3 with directions provided by ADMINISTRATOR.

4 ~~5~~6. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
5 supplies purchased with funds provided by COUNTY.

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

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

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

18
19 **XXVI. THIRD PARTY BENEFICIARY**

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

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

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

29 //

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

3
4 PROVIDENCE COMMUNITY SERVICES

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10 ~~BY: _____ DATED: _____~~

11
12 ~~TITLE: _____~~

13
14 COUNTY OF ORANGE

15
16 BY: _____ DATED: _____

17 CHAIR OF THE BOARD OF SUPERVISORS

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

23
24 _____ DATED: _____

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

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

31
32 BY: _____ DATED: _____

33 DEPUTY
34

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

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

7 G. Client means any ~~person~~ individual, referred or enrolled, for services under this agreement, who
8 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 ~~by the state~~ in the
17 ~~requirements for~~ COUNTY's MHPA plan that has been approved by the State. The MHPA plan
18 ~~describes how~~ the COUNTY ~~plan, for use of~~ will utilize MHPA funds to develop and which includes
19 ~~clients being a full partner in the development and implementation of their~~ implement treatment
20 ~~plan~~ plans for mental health Clients through FSPs. A ~~Full Service Partnership~~ FSP is an evidence-based
21 and strength-based 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 MHPA 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 is 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 provides support to Clients by building a structured
 5 and trusting relationship over a prolonged period of time between a Client and a mentor. The mentor is
 6 a peer or older individual who provides one-to-one contact and support in the following areas to assist
 7 Client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills; concrete help
 8 and/or other relationship-building activities to the Client(s)/parent(s)/guardian(s); and linking the
 9 Client(s)/parent(s)/guardian(s) to other services within the County and contract operated programs.

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

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

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

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

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

36 AM. Notice of Privacy Practices (NPP) means a document that notifies ~~individuals~~ Clients of uses
 37 and disclosures of PHI ~~that~~. The NPP may be made by, or on behalf of, the health plan or health care

1 provider as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

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

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

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

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

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

1 worker or MFT intern while acquiring hours for licensing. Registration is subject to regulations adopted
2 by ~~the~~-BBS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 COUNTY that former mental health ~~consumers~~ Clients and/or their family members ~~of consumers~~
 2 ~~should also~~ be given ~~a high~~ priority for these positions ~~because of~~ due to their unique insight into the
 3 experiences of eClients.

4 #

5 II. BUDGET

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

	<u>BUDGET</u>
ADMINISTRATIVE COST	\$ 549,522
PROGRAM COST	
Salaries	\$1,667,285 <u>1,680,588</u>
Benefits	450,167 <u>453,286</u>
Services and Supplies	1,367,853 <u>1,357,162</u>
Subcontractors	178,173 <u>172,442</u>
SUBTOTAL PROGRAM COST	\$3,663,478
TOTAL GROSS COST	\$4,213,000
REVENUE	
Federal Medi-Cal	\$ 22,425 <u>27,623</u>
EPSDT Medi-Cal	-22,425 <u>17,227</u>
Mental Health Services Act	<u>4,168,150</u>
TOTAL REVENUE	\$4,213,000
TOTAL MAXIMUM OBLIGATION	\$4,213,000

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

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

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

23 24 **III. PAYMENTS**

25 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
 26 \$351,084 per month. All payments are interim payments only, and subject to Final Settlement in
 27 accordance with the Cost Report paragraph of the Agreement for which CONTRACTOR shall be
 28 reimbursed for the actual cost of providing the services, which may include Indirect Administrative
 29 Costs, as identified in Paragraph II.A. of this Exhibit A; provided, however, the total of such payments
 30 does not exceed COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs
 31 are reimbursable pursuant to county, state, and/or federal regulations. ADMINISTRATOR may, at its
 32 discretion, pay supplemental billings for any month for which the provisional amount specified above
 33 has not been fully paid.

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

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

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

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

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

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

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

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

25
26 **IV. SERVICES**

27 **A. FACILITIES**

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

33 ~~1745 Orangewood, Suite 103~~

34 ~~Orange, California 92868~~

35
36 2215 N. Broadway, Suite 200

37 Santa Ana, California 92706

1 2.— CONTRACTOR shall maintain regularly scheduled service hours, five days a week
 2 throughout the year and maintain the capability to provide services during after-school hours on
 3 weekdays ~~and on the~~ weekends, if necessary, in order to accommodate eClients.

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

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

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

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

17 B. FULL SERVICE WRAPAROUND (FSW) SERVICES

18 1. CONTRACTOR shall assess potential eClients meeting the following criteria unless
 19 written exception is granted by COUNTY:

- 20 a. Orange County residents;
- 21 b. displaying behaviors or a history indicative of Seriously Emotionally Disturbed as
 22 defined by the California Welfare and Institutions Code 56000.3;
- 23 c. between the ages of ~~0~~ sixteen through twenty-five (16 to 25) (until 26th birthday) and
 24 their families;
- 25 d. unserved or underserved because of linguistic or cultural isolation; and
- 26 e. in one of the following target groups:

27 1) homeless Seriously Emotionally Disturbed or Seriously Mentally Ill (SED/SMI)
 28 transitional age youth;

29 2) transitional age youth with ~~a history of~~ multiple psychiatric hospitalizations;

30 3) transitional age youth experiencing their first psychotic episodes;

31 4) uninsured ~~and~~ transitional age youth, including SED/SMI transitional age youth
 32 exiting the ~~Social Service or Probation~~ probation and social services systems;

33 5) SED/SMI transitional age youth unserved/underserved because of linguistic or
 34 cultural isolation; or

35 6) SED/SMI transitional age youth with special needs ~~and/or~~ such as those with a
 36 developmental disability or with co-occurring substance disorders;

37 6) ~~children of parents with serious mental illness; or~~

1 ~~7) ages 0-5 and school age children who are unable to function in the mainstream~~
 2 ~~school, preschool or day care setting because of emotional problems.~~

3 2. CONTRACTOR shall coordinate ~~r~~Referrals with other existing wraparound and mental
 4 health services to ensure that all eClients and/or their families are given access to the most appropriate
 5 level and type of services. Other services may include ~~Wraparound Orange County (WOC), Mental~~
 6 ~~Health Services Act (MHTSA) Full Service Partnership (FSP)~~ programs for children and/or adults, and
 7 other COUNTY mental health services.

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

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

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

28 6. CONTRACTOR will follow procedures provided by COUNTY regarding the request for,
 29 use and accounting of Individual Services and Support funds. CONTRACTOR shall obtain written
 30 authorization from ADMINISTRATOR for individual purchases made on behalf of a ~~client or~~
 31 ~~family~~ Client and/or their families in the amount specified in the procedures.

32 7. CONTRACTOR shall maintain ~~easeloads~~ an ongoing caseload of ten (10) eClients per
 33 personal service coordinator, ~~with expected annual enrollment~~ or a total of two hundred thirteen (213) ~~);~~
 34 Clients throughout the term of this Agreement. CONTRACTOR shall provide a minimum of ~~fourteen~~
 35 thousand ~~three-six~~ hundred ~~(14,300) face~~ and forty three (10,643) ~~Face-to-face~~ Face Contacts
 36 with eClients and ~~client~~ or Client families per year, ~~of~~ for FSW services as specified in the Service
 37 paragraph of this Agreement. CONTRACTOR understands and agrees that at any given time, this is a

1 minimum standard and shall make every effort to exceed this minimum.

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

4 9. CONTRACTOR shall record and input into IRIS all Medi-Cal ~~direct service hours~~ DSH
5 delivered in the FSW.

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

8 11. CONTRACTOR shall collect and input all data about characteristics and progress of the
9 eClients into the state database developed for this purpose.

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

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

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

16 15. CONTRACTOR shall not refuse client referrals Client Referrals if CONTRACTOR has
17 available space and appropriate staffing to take additional eClients, unless otherwise approved by
18 COUNTY.

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

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

26 18. CONTRACTOR shall attend:

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

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

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

34 d. Quarterly QIC meetings.

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

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

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

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

12 C. FLEXIBLE FUNDS

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

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

18 ~~3~~ 2. CONTRACTOR shall develop a Policy and Procedure, or revise an existing Policy
 19 and Procedure, regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20)
 20 calendar days from the start of this Agreement. ADMINISTRATOR and CONTRACTOR shall finalize
 21 and approve the Policy and Procedure, in writing, no later than thirty (30) calendar days from the start of
 22 this Agreement. If the Flexible Fund Policy and Procedure has not been approved after thirty (30)
 23 calendar days from the start of this Agreement, any subsequent Flexible Fund expenditures may be
 24 ~~disallowed by ADMINISTRATOR~~ subject to disallowance.

25 43. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the
 26 approved Flexible Funds Policy and Procedure (P&P). CONTRACTOR will provide signature
 27 confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible
 28 Funds for a eClient.

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

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

36 b. Identification of specific CONTRACTOR staff designated to authorize Flexible Fund
 37 expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may

1 include procedures for check requests/petty cash, or other methods of access to these funds;

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

6 d. Statement indicating that Flexible Funds may be utilized when other community
7 resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in
8 a timely manner, or are not appropriate for a eClient's situation. PSCs will assist eClients in exploring
9 other available resources, whenever possible, prior to utilizing Flexible Funds;

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

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

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

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

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

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

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

35 ~~————— l. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend~~
36 ~~any of the requirements described in this Flexible Fund paragraph.~~

37 D. PERFORMANCE OUTCOMES – CONTRACTOR will complete Performance Outcome

1 Measures as required by state and/or COUNTY. The expected outcomes for the Monitoring Plan are to
 2 enable eClients to adaptively function at a higher and more appropriate level and to provide a
 3 quantifiable and repeatable measure to assess overall program effectiveness. The CONTRACTOR will
 4 cooperate in data collection in order to develop baseline figures for future evaluation and report
 5 performance in terms of eClient satisfaction, length of stay and duration of services.

6 E. COUNTY RESPONSIBILITIES

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

8 a. Provide, or cause to be provided, training and ongoing consultation to
 9 CONTRACTOR'S staff to assist CONTRACTOR in ensuring compliance with CY5 Standards of Care
 10 practices, policies and procedures, ~~Charting Manual and State Rehabilitation Manual requirements~~ DMH
 11 State Contract, documentation standards as per the current CY5 Annual Provider Training, Title IX, the
 12 Stare EPSDT Documentation Manual, the State TBS Documentation Manual, and Chapter 26.5 of the
 13 Government Code which describes, but is not limited to the requirements for AB3632 and Medi-Cal.

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

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

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

19 e. Reviews and approves all admissions, discharges from the program and extended stays
 20 in the program.

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

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

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

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

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

30 F. QUALITY IMPROVEMENT

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

34 2. CONTRACTOR shall agree to adopt and comply with the ~~written~~ documentation standards
 35 as per the current CY5 Charting Annual Provider Training, DMH State Contract, Title IX, the Stare
 36 EPSDT Documentation Manual-or its equivalent, the State TBS Documentation Manual, and the State
 37 Rehabilitation requirements, Chapter 26.5 of the Government Code as provided by ADMINISTRATOR,

1 which describes, but is not limited to, the requirements for AB3632 and Medi-Cal ~~and~~ CYS charting
2 ~~standards.~~

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

6 4. CONTRACTOR shall maintain on file at the facility minutes and records of all quality
7 improvement meetings and processes. Such records and minutes shall also be subject to regular review
8 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
9 CYS policies and procedures.

10 5. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC
11 and medication monitoring meetings.

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

14 G. ~~Tokens~~ TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of
15 Electronic Tokens for appropriate individual staff to access the HCA IRIS at no cost to the
16 CONTRACTOR.

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

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

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

23 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
24 conditions:

25 a. Token of each staff member who is no longer performing work related to this
26 Agreement.

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

28 c. Token of each staff member who leaves employment of CONTRACTOR.

29 d. Tokens that are malfunctioning.

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

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

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

37 1. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI

1 for use to identify themselves in HIPAA standard transactions. The NPI is assigned to individuals for
2 life.

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

7 I. NOTICE OF PRIVACY PRACTICES (NPP) - CONTRACTOR shall provide the NPP for the
8 County of Orange, as the Mental Health Plan, at the time of the first service provided under this
9 Agreement to individuals who are covered by Medi-Cal and have not previously received services at a
10 County operated clinic. CONTRACTOR shall also provide, upon request, the NPP for the County of
11 Orange, as the Mental Health Plan, to any individual who received services under this Agreement.

12 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
13 Subparagraph IV.

14 #

15 V. STAFFING

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

19	PROGRAM		FTE
20	Regional Director	<u>0.250</u>	0.40
21	Program Director	<u>1.000</u>	.00
22	Recovery Supervisor (Licensed Therapist)		
23	<u>Office Manager</u>	<u>1.000</u>	.00
24	Office Manager Assistant	<u>5.000</u>	1.00
25	Office Assistant/ <u>QI Tech Focused</u>	<u>1.000</u>	5.00
26	Office Assistant/QI Tech Focused		
27	<u>Volunteer Coordinator</u>	<u>0.170</u>	1.00
28	Mentor/Volunteer Coordinator		
29	<u>Quality Improvement Administrator</u>	<u>0.110</u>	1.00
30	Volunteer Coordinator		
31	<u>Billing Administrator</u>	<u>0.110</u>	0.17
32	Quality Improvement Administrator		
33	<u>Outcomes Analyst</u>	<u>0.625</u>	0.11
34	Billing Administrator		
35	<u>Staff Psychiatrist</u>	<u>0.170</u>	0.11
36	Psychiatrist	<u>1.000</u>	0.17
37			

1	<u>Recovery Supervisor</u>		
2	Psychiatrist Subcontractor		
3	<u>Recovery Specialist/Licensed Therapist</u>	<u>2.000</u>	<u>0.20</u>
4	Nurse Practitioner Subcontractor		
5	<u>Lead Personal Service Coordinator</u>	<u>3.000</u>	<u>0.80</u>
6	Lead Personal Service Coordinator	<u>13.000</u>	<u>3.00</u>
7	<u>Personal Service Coordinator-Bilingual</u>	<u>8.000</u>	<u>11.00</u>
8	Personal Service Coordinator II		
9	<u>Housing Specialist</u>	<u>1.000</u>	<u>2.00</u>
10	Personal Service Bilingual		
11	<u>Education Coordinator</u>	<u>1.000</u>	<u>5.00</u>
12	Personal Service Bilingual II		
13	<u>Employment Coordinator-</u>	<u>1.000</u>	<u>3.00</u>
14	Housing		
15	<u>Community Integration Specialist</u>	<u>3.000</u>	<u>1.00</u>
16	Education/Employment Coordinator		
17	<u>SUBCONTRACTORS</u>		<u>1.00</u>
18	TAY Youth Mentor		
19	<u>Occupational Therapist</u>	<u>0.500</u>	<u>3.00</u>
20	Pre-Licensed/Licensed Therapist		
21	<u>Psychiatrist</u>	<u>0.350</u>	<u>-2.00</u>
22	<u>Public Health Nurse</u>	<u>0.500</u>	<u>42.96</u>
23	TOTAL FTEs		
24	<u>TOTAL FTEs</u>	<u>43.785</u>	

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

33 C. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns
 34 and members of the Board of Directors which shall include, but not be limited to, standards related to
 35 the use of drugs and/or alcohol; staff-eClient relationships; prohibition of sexual contact with eClients;
 36 and conflict of interest. Prior to providing any services pursuant to this Agreement, all members of the
 37 Board of Directors, employees, volunteers and interns shall agree in writing to maintain the standards

1 set forth in the Code of Conduct. A copy of the Code of Conduct shall be provided to each eClient upon
2 admission and shall be posted in writing in a prominent place.

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

9 E. WORKLOAD STANDARDS

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

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

16 3. CONTRACTOR shall, during the term of this Agreement, provide a minimum of thirty
17 three thousand ~~ninety-three~~ eight hundred and sixteen (33, 816) DSH ~~093~~ direct service hours for
18 eClient related services.

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

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

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

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

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

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

1 services provided.

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

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

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

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

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

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

24 N. CONTRACTOR shall provide a minimum of one (1) hour of individual or two (2) hours of
25 group supervision weekly to FSW direct service staff covering suicide assessment and crisis
26 intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse, dealing
27 with difficult ~~e~~Clients, meeting facilitation and medication, confidentiality, identification of strengths,
28 promoting life skills and such other topics identified by the COUNTY. Formal training sessions may
29 also be used to cover these topics but cannot substitute for weekly supervision hours.

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

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

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VI. REPORTS

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

B. FISCAL

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

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

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

33 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
34 These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall, at a
35 minimum, report ~~the actual FTEs of the positions stipulated in the Staffing subparagraph of this Exhibit~~
36 ~~A to the Agreement~~ staff hours worked by position, DSHs provided by position, case load by position,
37 and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted

1 monthly salary, actual salary, and hire and/or termination date, and any other pertinent information as
 2 may be required by ADMINISTRATOR. The reports shall be received by ADMINISTRATOR no later
 3 than twenty (20) calendar days following the end of the month being reported or date approved by
 4 ADMINISTRATOR. Deviations to any approved salary budgets/FTEs or actual salaries/FTEs
 5 exceeding approved amounts must be approved in advance and in writing by ADMINISTRATOR and
 6 annotated on the monthly Staffing Report, or those cost deviations may be subject to disallowance.
 7 CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.
 8 Approvals from the ADMINISTRATOR will not exceed five (5) calendar days.

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

20 E. DATA CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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