

WITNESSETH:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2009 ~~10~~ through June 30, 2010 ~~11~~

Maximum Obligation: ~~\$2,134,099~~ \$2,234,099

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Community Service Programs, Inc.
1821 East Dyer Road, Suite 200
Santa Ana, CA 92705

CONTRACTOR's Insurance Coverages:

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

Compliance Officer, 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 CONTRACTOR's ~~Policies and Procedures~~ Compliance Program and related policies and procedures.

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

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

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

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 ADMINISTRATOR's Code of Conduct.

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

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

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

6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, 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 CONTRACTOR's Code of Conduct.

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

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

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

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

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

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

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

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

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

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

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

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

ED. REIMBURSEMENT STANDARDS

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

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

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

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

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

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

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

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

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

19 20 **IV. CONFIDENTIALITY**

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

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

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

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

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

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

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

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

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

V. COST REPORT

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

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

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

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

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

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

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

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

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

#

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

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

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

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

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

Signed _____
 Name _____
 Title _____
 Date _____"

VI. DELEGATION ~~AND~~ ASSIGNMENT AND SUBCONTRACTS

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

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

VII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall ~~make its best effort to~~ fully comply with all federal and state

statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

VIII. EQUIPMENT

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

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

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

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

~~D. For Loaned Equipment,~~ E. CONTRACTOR shall cooperate with ADMINISTRATOR

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

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

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

IX. FACILITIES, PAYMENTS AND SERVICES

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

X. INDEMNIFICATION AND INSURANCE

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

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

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

1. "The County of Orange is included as an additional insured with respect to the operations

1 of the named insured performed under contract with the County of Orange."

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

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

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

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

12 **XI. INSPECTIONS AND AUDITS**

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

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

27 **C. AUDIT RESPONSE**

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

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

in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

//

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

XII. LICENSES AND LAWS

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

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

1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
2. State of California Health and Safety Code, Sections 1250 et seq.;
3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting;
4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
5. Code of Federal Regulations (CFR), Title 42 and Title 45;
6. United States Code (U.S.C.A.) Title 42;
7. Federal Social Security Act, Title XVIII and Title XIX;
8. The Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.);
9. The Clean Air Act (42 U.S.C.A. Section 114 and Sections 1857, et seq.);
10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and Sections 1251 et seq.);
11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
14. Federal Medicare Cost reimbursement principles and cost reporting standards;
15. Orange County Medi-Cal Mental Health Managed Care Plan;

16. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management.

//

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

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

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

D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

XIII. LITERATURE AND ADVERTISEMENTS

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved in advance and in writing by ADMINISTRATOR before

1 distribution. For the purposes of this Agreement, distribution of written materials shall include, but not
 2 //
 3 //
 4 be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the
 5 Internet. Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR
 6 consents thereto in writing.

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

10 **XIV. MAXIMUM OBLIGATION**

11 The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is
 12 as specified on Page 3 of this Agreement.
 13

14 **XV. NONDISCRIMINATION**

15 A. EMPLOYMENT

16 1. During the performance of this Agreement, CONTRACTOR shall ~~ensure that applicants are~~
 17 ~~employed, and that employees are treated during~~ not unlawfully discriminate against any employee or
 18 applicant for employment, without regard to their ~~because of his/her~~ ethnic group identification, race,
 19 religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual ~~preference~~
 20 orientation, medical condition, or physical or mental disability. ~~Such action~~ CONTRACTOR shall
 21 ~~include, but not be limited to~~ warrant that the following: evaluation and treatment of employees and
 22 applicants for employment, upgrade ~~are free from discrimination in the areas of employment,~~
 23 promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of
 24 pay or other forms of compensation; and selection for training, including apprenticeship. There shall be
 25 posted in conspicuous places, available to employees and applicants for employment, notices from
 26 ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth
 27 the provisions of the Equal Opportunity clause.
 28

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

35 3. Each labor union or representative of workers with which CONTRACTOR has a collective
 36 bargaining agreement or other contract or understanding must post a notice advising the labor union or
 37 workers' representative of the commitments under this Nondiscrimination paragraph and shall post

copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

//

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

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

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

XVI. NOTICES

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

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

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

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

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

ADMINISTRATOR.

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

//

//

XVII. NOTIFICATION OF DEATH

A. NON-TERMINAL ILLNESS DEATH

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

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

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

B. TERMINAL ILLNESS DEATH

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

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

XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XIX. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

#

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

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

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

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

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

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

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

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

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

1. The medical records and billing records about individuals maintained by or for a covered

1 health care provider;

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

4 //

5 //

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

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

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

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

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

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

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

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

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

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

36 XX. REVENUE

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

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

10 C. PROCEDURES - CONTRACTOR shall maintain internal financial controls which adequately
 11 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically
 12 provide for the identification of delinquent accounts and methods for pursuing such accounts.
 13 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
 14 status of fees which are billed, collected, transferred to a collection agency or deemed by
 15 CONTRACTOR to be uncollectible.

16 **XXI. SEVERABILITY**

17
 18 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
 19 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
 20 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
 21 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
 22 in full force and effect, and to that extent the provisions of this Agreement are severable.

23 **XXII. SPECIAL PROVISIONS**

24
 25 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
 26 purposes:

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

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

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

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

1. Purchasing or improving land, including constructing or permanently improving any 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. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.~~

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

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

~~7~~ 6. Payment for grant writing, consultants, certified public accounting, or legal services.

~~8~~ 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.

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

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

D. CONTINGENT FUNDING

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

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

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

//

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

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

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

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

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

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

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

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

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

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

XXVI. THIRD PARTY BENEFICIARY

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

[illegible]

XXVII. WAIVER OF DEFAULT OR BREACH

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

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

3
4 COMMUNITY SERVICE PROGRAMS, INC.

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

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
COMMUNITY SERVICE PROGRAMS, INC.
~~FISCAL YEAR 2009-2010~~
JULY 1, 2010 THROUGH JUNE 30, 2011

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

4. Partnership Assessment Form (PAF) means the baseline assessment for each ~~e~~ Client that

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

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

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

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

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

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

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

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

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

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1 N. Engagement means the process ~~by which~~ where a trusting relationship between ~~worker and~~
 2 ~~client(s) is established with the goal~~ CONTRACTOR's staff and Client is developed over a short period
 3 of time, so CONTRACTOR and Client can develop a plan to link the ~~individual(s) to the~~ Client to
 4 appropriate services within the community. Engagement of ~~client(s)~~ Client is the objective of a
 5 successful outreach.

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

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

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

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

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

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

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

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

37 W. Individual Services and Support Funds (Flexible Funds) means funds ~~intended for~~ use to

provide e Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and improve their overall quality of life. Flexible Funds are generally categorized as housing, ~~client~~ transportation, food, clothing, medical, and miscellaneous expenditures that are individualized and appropriate to support eClient-s' mental health treatment activities.

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

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

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

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

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

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

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

Intervention-Related Criteria.

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

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

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

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

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

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

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

5. Medication Support Services means ~~those~~ services provided by a licensed physicians, registered nurses, or other qualified medical staff, which includes: prescribing, administering,

dispensing and monitoring of psychiatric medications or biologicals ~~and which~~ that are necessary to alleviate ~~the~~ symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness ~~for use of the medication,~~ dosage, side effects, compliance, and response to medication, ~~as well as obtaining.~~ In addition, the licensed physicians, registered nurses, or other qualified medical staff must obtain informed consent, from Clients prior to providing medication education and plan development related to the delivery of ~~the service~~ these services and/or assessment ~~of the beneficiary~~ to Clients.

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

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

~~1. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.~~

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

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

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

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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 transportation costs are allowable and reimbursable costs. A different
24 designation for this position is permissible for purposes of CONTRACTOR's employment records and
25 recruitment efforts if such designation is accompanied by clear cross-referencing in all reports and
26 communications to 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 criteria for specialty mental health services.

36 //

37 //

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

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

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

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

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

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

36 AS. Pre-Licensed Therapist means an individual who has ~~obtained~~ a Masters Degree in Social Work
37 or Marriage and Family Therapy (MFT) and is registered with the Board of Behavioral Sciences (BBS)

as an ~~Associate Clinical Social Worker~~ associate clinical social worker or MFT intern while acquiring hours for licensing. Registration is subject to regulations adopted by ~~the~~ BBS.

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

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

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

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

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

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

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

BA. RCL 14 Group Home means a group home reviewed by the State Department of Social Services, Foster Care Rates Bureau ~~and found to meet~~ that meets the requirements for a Rate 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) eCompany that manages
 6 the medication benefits ~~that are given to~~ for Behavioral Health Services (BHS) & and Medical &
 7 Institutional Health Services (MIHS) eClients 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(s) in meeting the educational requirements ~~in becoming~~ to be a Licensed Marriage and Family
 12 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 prosocial 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 referral needs of the program and the
 37 threshold language requirements for Orange County. ~~Former~~ It is also recommended by the COUNTY

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

II. BUDGET

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

ADMINISTRATIVE COST	<u>BUDGET</u>
Salaries	\$ 62,062 <u>87,460</u>
Benefits	9,832 <u>22,042</u>
Indirect	12,939 <u>24,967</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 84,833 <u>134,469</u>
PROGRAM COST	
Salaries	\$1,099,331 <u>1,112,929</u>
Benefits	255,175 <u>264,974</u>
Services and Supplies	694,760 <u>721,727</u>
SUBTOTAL PROGRAM COST	\$2,049,266 <u>2,099,630</u>
TOTAL GROSS COST	\$2,134,099 <u>2,234,099</u>
REVENUE	
Federal Medi-Cal	\$ 21,099 <u>87,580</u>
EPSDT Medi-Cal	21,099

		<u>54,618</u>
	Mental Health Services Act	<u>2,091,901</u>
		\$2,134,099
	TOTAL REVENUE	<u>\$2,234,099</u>
		\$2,134,099
	TOTAL MAXIMUM OBLIGATION	<u>\$2,234,099</u>

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

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

D. The parties agree that the above budget has been established based on an average Medi-Cal client caseload of approximately ~~two~~six point ~~four~~four percent (~~26.4~~26.4%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average. COUNTY acknowledges that costs relating to pharmacy and lab services may increase as a result of an increase in average non-Medi-Cal population being served. COUNTY and CONTRACTOR shall monitor utilization of these services and COUNTY may increase CONTRACTOR's Maximum Obligation in accordance with this Agreement.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of ~~\$177,842~~186,175 per month. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative

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

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

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

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

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

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

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

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

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

IV. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain two (2) facilities which meet~~s~~ the minimum requirements

for Medi-Cal eligibility for the provision of the full array of mental health services to a population housed in a licensed facility whose purpose is to provide of Full Service/Wraparound Services (FSW) for Youthful Offenders at the following locations which meet the minimum requirements for Medi-Cal eligibility or any other location approved by ADMINISTRATOR:

1821 E. Dyer Road, Suite 200
Santa Ana, CA 92705

16580 Harbor Blvd, Unit M
Fountain Valley, CA 92708

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

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

b. CONTRACTOR shall provide eClients and/or their ~~families~~ family members with ~~twenty-four (24)-hour, a day, seven (7) days~~ and three hundred and sixty five (365-days-per) ~~day~~ a year access to their assigned case manager or a substitute acceptable to COUNTY. CONTRACTOR shall also develop with each eClient or family a plan for crisis intervention services which includes whom to contact for emergency psychiatric services.

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

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

B. FULL SERVICE WRAPAROUND (FSW) SERVICES

1. CONTRACTOR shall coordinate with ADMINISTRATOR and Orange County Probation Department to identify individuals to be served by this contract.

2. CONTRACTOR shall assess potential eClients meeting the following criteria unless written exception is granted by ADMINISTRATOR:

- a. Orange County residents;
- b. Displaying behaviors or a history indicative of Seriously Emotionally Disturbed as defined by WIC Section ~~56000~~.3, or Serious Mental Illness as defined by WIC;
- c. Between the ages of 0 to 25 (until 26th birthday) and their families;
- d. Unserved or underserved because of linguistic or cultural isolation; and
- e. A ward or former ward who received mental health or other rehabilitation services while in the custody of the Orange County Probation Department and is or at the risk of homeless; multiple psychiatric hospitalizations; experiencing their first psychotic episodes; uninsured and exiting Probation systems; with special needs and/or co-occurring disorders.

3. CONTRACTOR shall provide supportive services for all persons referred but not admitted

1 to the FSW until those persons can be engaged in alternative services. Referrals to alternate services
 2 and the supported services provided until engagement will be reviewed and approved by
 3 ADMINISTRATOR.

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

17 5. CONTRACTOR shall ensure that every Client is engaged in mental health treatment
 18 appropriate to his/her diagnosis and level of distress. Therapists, psychiatrist and others providing
 19 treatment will be included on the FSW team unless otherwise approved in writing by
 20 ADMINISTRATOR.

21 6. CONTRACTOR shall provide services ~~at the Youth Leadership Academy (YLA) to~~
 22 specialized programs within Probation. These services shall include individual and family therapy, case
 23 management and other services necessary to make a successful transition to the community. These
 24 services shall be provided by licensed eligible, bilingual, bicultural staff. Hours will be flexible to meet
 25 the needs of the Client population and their families.

26 7. CONTRACTOR shall follow procedures provided by COUNTY regarding the request for,
 27 use and accounting of Individual Services and Support funds. CONTRACTOR shall obtain written
 28 authorization from ADMINISTRATOR for individual purchases made on behalf of a Client or family in
 29 the amount specified in the procedures.

30 8. CONTRACTOR shall maintain ~~caseloads~~ ongoing caseload as approved by CONTRACT
 31 CONSULTANT ~~with an annual expected enrollment, or a total~~ of ninety (90) clients throughout the
 32 term of this agreement.

33 9. CONTRACTOR shall record and input into IRIS all Medi-Cal direct service hours
 34 delivered in the FSW.

35 10. CONTRACTOR shall ensure a face to face contact weekly for every Client or family
 36 admitted to the program unless written exception is granted by CONTRACT CONSULTANT.

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

1 eClients into the State database developed for this purpose.

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

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

6 14. CONTRACTOR shall provide face-to-face contact within three (3) working days of
7 eClient's referral for services.

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

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

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

17 18. CONTRACTOR shall attend:

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

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

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

24 d. Quarterly QIC meetings.

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

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

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

36 22. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
37 statistical data used to monitor CONTRACTOR will be compiled using only COUNTY IRIS reports, if

1 available, and if applicable.

2 23. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is
3 reflected on the eClient's chart with twenty-four (24) hours after the completion of services.

4 C. FLEXIBLE FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. COUNTY RESPONSIBILITIES

1. COUNTY may designate a CONTRACT CONSULTANT who shall:

a. Provide, or cause to be provided, training and ongoing consultation to CONTRACTOR'S staff to assist CONTRACTOR in ensuring compliance with CYS Standards of Care

practices, policies and procedures, Charting Manual and State Rehabilitation Manual requirements.

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

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

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

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

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

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

b. Conduct periodic reviews of eClient charts to monitor CONTRACTOR's compliance with CYS policies and procedures and Medi-Cal requirements.

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

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

F. QUALITY IMPROVEMENT

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

2. CONTRACTOR shall agree to adopt and comply with the written CYS Charting Manual or its equivalent and the State Rehabilitation requirements, as provided by ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal and CYS charting standards.

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

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

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

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

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

1 CONTRACTOR.

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

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

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

8 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
9 conditions:

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

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

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

14 d. Tokens that are malfunctioning.

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

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

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

22 1. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI
23 for use to identify themselves in HIPAA standard transactions. The NPI is assigned to individuals for
24 life.

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

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

34 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
35 Subparagraph IV.

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V. PARTNERSHIP

A. PARTNERSHIP WITH PROBATION DEPARTMENT - The Probation Department assumes the ultimate responsibility and accountability for Probation ~~e~~Clients. All program resources utilized for Probation ~~e~~Client referrals must be approved by the Probation Department in accordance with the agency's Community Resources Guidelines and Expectations. The approval process includes, but is not limited to, a program assessment to determine the extent and quality of approved services to be provided; liability insurance for all paid and unpaid personnel; verification of staff licenses, education and experience; and subsequent program monitoring. Programs must be in compliance with all federal, state and local laws, rules, guidelines and regulations. Program staff that are currently on probation, parole or pending any criminal charge cannot provide services to Probation Department referred Clients. CONTRACTOR agrees to provide the referring Deputy Probation Officer with an initial treatment plan, monthly progress reports, information regarding missed appointments within forty-eight (48) hours and notification in the event that a probation Client is known to be in violation of an existing Court order within forty-eight (48) hours. Participation in the program assessment process does not necessarily guarantee Probation Department approval.

VI. STAFFING

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

ADMINISTRATION	<u>FTE</u>
Executive Director	0. 06 <u>15</u>
—Accounting Specialist	0.30
Accounting Specialist	0.50
<u>Accounting Specialist</u>	<u>0.40</u>
Human Resources Specialist	<u>0.50</u>
SUBTOTAL ADMINISTRATION FTE'S	1.36 <u>1.55</u>
PROGRAM	<u>FTE</u>
Program Director	1.00
Case Management Supervisor	2.00
Bilingual Licensed Clinician	2.00
I & R Coordinator	1.00
Medi-Cal Administrator	1.00
Quality Assurance Specialist I	1 <u>2</u> .00

Quality Assurance Specialist II	1.00
Facilities Coordinator <u>Supervisor</u>	1.00
Employment Coordinator	1.00
Transition Coordinator	6.00
Service Coordinator	6.00
<u>Certified Alcohol/Drug Counselor</u>	<u>1.00</u>
SUBTOTAL PROGRAM FTE'S	23 <u>24.00</u>
	24.36
TOTAL FTE's	<u>25.55</u>

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

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

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

E. WORKLOAD STANDARDS

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

~~2. The CONTRACTOR shall provide an average of fifty (50) DSHs per month per FTE, or six hundred (600) DSHs per year per FTE Service Coordinator, FTE Transition Coordinator and FTE Case Management Supervisor which~~ DSH shall include mental health, case management, crisis intervention

and other support services and is inclusive of both billable and non-billable services.

2. CONTRACTOR shall provide DSH per month per FTE as follows:

a. Clinician shall provide one hundred (100) DSH per month or one thousand two hundred (1,200) DSH per month.

b. Case Management Supervisor shall provide fifty (50) DSH per month or six hundred (600) DSH per year.

c. Transition Coordinator shall provide fifty (50) DSH per month or six hundred (600) DSH per year.

d. Service Coordinator shall provide fifty (50) DSH per month or six hundred (600) DSH per year.

e. Employment Coordinator shall provide fifty (50) DSH per month or six hundred (600) DSH per year.

f. Certified Drug/Alcohol counselor shall provide fifty (50) DSH per month or six hundred (600) DSH per year.

3. CONTRACTOR shall, during the term of this Agreement, provide a minimum of ~~twelve~~ ~~thousand one hundred (11,100)~~ (12,000) direct service hours for ~~e~~Client related services.

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

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

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

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

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

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

H. CONTRACTOR shall maintain personnel files for each staff person, including the Executive

Director and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

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

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

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

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

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

N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify Subparagraph VI.

VII. REPORTS

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

B. FISCAL

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

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

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

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

26 E. DATA CERTIFICATION

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

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

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

36 4. In the event there are inaccuracies in the data by the CONTRACTOR, they must be
 37 corrected immediately. CONTRACTOR shall inform CYS Program staff of the inaccuracies they have

1 identified and corrected and if the data was already sent to the COUNTY. If corrections were made
2 after the original submission date a revised Certification of Accuracy of Data form is required.

3 5. CONTRACTOR shall ensure that Data Certification is completed by the 10th of each
4 month for the data covering the previous month. A completed Certification of Accuracy of Data form
5 must be faxed then mailed to your designated CYS Program staff.

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

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

18 F. PERFORMANCE OUTCOMES – COUNTY shall develop and provide CONTRACTOR with
19 performance outcome measure guidelines for the purpose of evaluating the impact or contribution of
20 CONTRACTOR's services on the well-being of the Orange County residents being served under the
21 terms of this Agreement.

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

26 H. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions or issues
27 that adversely affect the quality or accessibility of Client-related services provided by, or under contract
28 with, the COUNTY.

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