

1 AGREEMENT FOR PROVISION OF
2 CHILDREN'S
3 FULL SERVICE/WRAPAROUND SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 PROVIDENCE COMMUNITY SERVICES
8 FISCAL YEAR 2008–2009
9

10 THIS AGREEMENT entered into this 1st day of July 2008, which date is enumerated for purposes
11 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
12 PROVIDENCE COMMUNITY SERVICES, a California for profit corporation (CONTRACTOR). This
13 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).
14

15 **W I T N E S S E T H:**
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17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
18 Children's Full Service/Wraparound Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2008 through June 30, 2009

Maximum Obligation: ~~\$2,970,000~~ — \$3,290,000

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

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

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

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits per Occurrence</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000
Comprehensive General Liability Insurance	\$1,000,000
Sexual Misconduct	\$1,000,000
Comprehensive Automobile Liability Insurance,) covering the owned, non-owned and hired) automobile hazards, including any COUNTY-) loaned vehicles)	\$1,000,000 (Combined Single Limit)

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) 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 CONTRACTOR with a copy of the relevant HCA Policies and Procedures relating to the 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 these Policies and Procedures.

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

1. Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the option of submitting to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor Code of Conduct" specified in subparagraph B.3. below or CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA Compliance Officer.

2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall advise CONTRACTOR of any necessary changes to CONTRACTOR's Code of Conduct to meet minimum standards and CONTRACTOR shall either take necessary action to meet said standards or shall be asked to acknowledge and agree to the "HCA Contractor Code of Conduct" specified in subparagraph B.3. below.

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1 3. HCA CONTRACTOR CODE OF CONDUCT - CONTRACTOR and its employees and
2 subcontractors shall:

3 a. Comply with all applicable laws, regulations, rules or guidelines when providing and
4 billing for the services specified herein.

5 b. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in
6 their professional dealings related to this Agreement and avoid any conduct that could reasonably be
7 expected to reflect adversely upon the integrity of CONTRACTOR and/or COUNTY.

8 c. Treat COUNTY employees, clients and other COUNTY contractors fairly and with
9 respect.

10 d. Not engage in any activity in violation of this agreement, nor engage in any other
11 conduct which violates any applicable law, regulation, rule or guideline.

12 e. Take precautions to ensure that claims are prepared and submitted accurately, timely
13 and are consistent with all applicable laws, regulations, rules or guidelines.

14 f. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or
15 reimbursement of any kind are submitted.

16 g. Bill only for eligible services actually rendered and fully documented and use billing
17 codes that accurately describe the services provided.

18 h. Act promptly to investigate and correct problems if errors in claims or billings are
19 discovered.

20 i. Promptly report to HCA's Compliance Officer any activity that CONTRACTOR
21 believes may violate the standards of the HCA Compliance Program, or any other applicable law,
22 regulation, rule or guideline.

23 j. Promptly report to HCA's Compliance Officer any suspected violation(s) of the
24 HCA Contractor Code of Conduct.

25 k. Consult with HCA's Compliance Officer if there are any questions or uncertainties of
26 any Compliance Program standard or any other applicable law, regulation, rule or guideline.

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

31 C. CONTRACTOR shall screen all Covered Individuals employed or retained to provide services
32 related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined
33 hereunder. Screening shall be conducted against the General Services Administration's List of Parties
34 Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List
35 of Excluded Individuals/Entities.

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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 semi-annually (January and July) to ensure that they have not become Ineligible Persons.

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 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 business operations related to this Agreement.

D. REIMBURSEMENT STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims and billing 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 otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes that accurately describe the services provided.

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

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

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1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

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

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

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

IV. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, including 42 USC 290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended or changed.

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

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

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

B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the 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.

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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 COUNTY.

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.

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 Obligations 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 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. 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, 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. 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.

H. 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	_____ "

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VI. DELEGATION AND ASSIGNMENT

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in 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 for-profit organizations, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.

VII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it makes best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and that all its 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. Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are considered minor Equipment. 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. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of specified items of Equipment or minor Equipment 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. 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. 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. 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 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 A 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 contract. 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 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 10 **XI. INSPECTIONS AND AUDITS**

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

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

24 **C. AUDIT RESPONSE**

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

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

37 D. Within fourteen (14) calendar days of receipt by CONTRACTOR, CONTRACTOR shall

forward to ADMINISTRATOR a copy of any audit report. 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. 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

1 now or be hereafter amended and if applicable.

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

7 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

28
29 **XIII. LITERATURE AND ADVERTISEMENTS**

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

36 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
37 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this

1 Agreement must be approved in advance and in writing by ADMINISTRATOR.

2 **XIV. MAXIMUM OBLIGATION**

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

6 **XV. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

8 1. CONTRACTOR shall ensure that applicants are employed, and that employees are treated
9 during employment, without regard to their ethnic group identification, race, religion, ancestry, color,
10 creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or
11 physical or mental disability. Such action shall include, but not be limited to the following:
12 employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or
13 termination; rate of pay or other forms of compensation; and selection for training, including
14 apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for
15 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
16 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

26 **B. SERVICES, BENEFITS, AND FACILITIES** - CONTRACTOR shall not discriminate in the
27 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
28 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
29 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with
30 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
31 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
32 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
33 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
34 regulations, as all may now exist or be hereafter amended or changed.

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

- 37 a. Denying a client or potential client any service, benefit, or accommodation.

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

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

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

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

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

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

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

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

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

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

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

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

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

7 **XVI. NOTICES**

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

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

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

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

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

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

29 **XVII. NOTIFICATION OF DEATH**

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

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

36 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver
 37 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. 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 are listed below, but not limited to:

1. California Code of Regulation Title 22, Chapter 7, Article 6, §75055 - Retention of records by outpatient medical facilities.

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.

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

C. 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).

45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

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

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

G. CONTRACTOR shall retain all participant, client, patient and/or medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception to unemancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

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

I. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to change the record location criteria.

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

XIX. REVENUE

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

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

C. PROCEDURES - CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.

1 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
 2 status of fees which
 3 //
 4 are billed, collected, transferred to a collection agency or deemed by CONTRACTOR to be
 5 uncollectible.

6 7 **XX. SEVERABILITY**

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

13 14 **XXI. SPECIAL PROVISIONS**

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

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

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

- 35 1. Purchasing or improving land, including constructing or permanently improving any
- 36 building or facility, except for tenant improvements.
- 37 2. Providing inpatient hospital services or purchasing major medical equipment.

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

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

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

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

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

XXII. 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.

XXIII. 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.

XXIV. 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

1 of any of the following events:

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

16 D. CONTINGENT FUNDING

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

24 E. After receiving a Notice of Termination CONTRACTOR shall do the following:

- 25 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 26 is consistent with recognized standards of quality care and prudent business practice.
- 27 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 28 performance during the remaining contract term.
- 29 3. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
- 30 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
- 31 orderly transfer.
- 32 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
- 33 their best interests.
- 34 5. If records are to be transferred to COUNTY, pack and label such records in accordance
- 35 with directions provided by ADMINISTRATOR.
- 36 6. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
- 37 supplies purchased with funds provided by COUNTY.

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

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

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10 **XXV. THIRD PARTY BENEFICIARY**

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

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14 **XXVI. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 PROVIDENCE COMMUNITY SERVICES

5
6 BY: _____

DATED: _____

7
8 TITLE: _____

9
10 BY: _____

DATED: _____

11
12 TITLE: _____

13
14 COUNTY OF ORANGE

15
16 BY: _____

DATED: _____

17 CHAIR OF THE BOARD OF SUPERVISORS

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

23
24 _____

DATED: _____

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

28
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
PROVIDENCE COMMUNITY SERVICES
FISCAL YEAR 2008–2009

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. Active and On-going Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into the COUNTY's Integrated Records Information System (IRIS), and documentation that the clients are receiving services at least once per month. Clients receiving continuing treatment in two (2) or more fiscal years shall be counted as an Admission in each fiscal year.

B. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into the COUNTY's IRIS.

C. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of clients and of available resources, and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

D. Client or Consumer means any person, referred by COUNTY for services under this agreement, suffering from mental, emotional, or behavioral disorders.

E. Clinical Social Worker means a person who meets the minimum professional and licensure requirements set forth in Title 9, California Code of Regulations, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting; and at least one (1) year of experience treating minors.

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

G. Direct Service Hours (DSH) means a measure in hours and parts of hours that a clinician spends providing client services. DSH credit is obtained for providing mental health, case management, medication support, and crisis intervention services to any client open in the IRIS.

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H. Family Resource Center Services means Mental Health Services provided to clients that are actively enrolled in a County of Orange Social Services Agency (SSA) Family Resource Center (FRC). FRC is a consortium of agencies providing human services in a single site and under the auspices of SSA.

I. Full Service Partnership (FSP) means a type of program described by the State in the requirements for the COUNTY plan for use of MHSA funds and which includes clients being a full partner in the development and implementation of their treatment plan.

J. Full Service Wraparound (FSW) means the specific program model described in the COUNTY MHSA plan and based on the existing Wraparound Orange County program. The Full Service Wraparound program provides culturally competent in-home, intensive, mental health case management services addressing family needs across all life domains of the client.

K. Individual Services and Support Funds (Flex Funds) – means funds intended for use to provide clients and/or their families with immediate assistance, as deemed necessary for the treatment of their mental illness and their overall quality of life. Flex Funds are generally categorized as housing, client transportation, food, clothing, medical, and miscellaneous expenditures that are individualized and appropriate to support client’s mental health treatment activities.

L. Intake means the initial meeting between a client and CONTRACTOR’s staff.

M. 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 such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

N. Marriage and Family Therapist means a person who meets the minimum professional and licensure requirements set forth in Title 9, California Code of Regulations, Section 625 and, preferably, has at least one (1) year of experience treating minors.

O. Medical Necessity means the requirements as defined in the Orange County Mental Health Plan (MHP) Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria, and Intervention Related Criteria.

P. 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 evaluation and documentation of the clinical justification for use of the medication, dosage, side effects, compliance, and response to medication.

Q. Mental Health Rehabilitation Specialist means an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment.

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2 R. Mental Health Services means interventions designed to provide the maximum reduction of
3 mental disability and restoration or maintenance of functioning consistent with the requirements for
4 learning, development, and enhanced self-sufficiency. Services shall include:

5 1. Assessment means a service activity, which may include a clinical analysis of the history
6 and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural issues
7 and history, diagnosis, and the use of testing procedures.

8 2. Collateral means a significant support person in a beneficiary's life and is used to define
9 services provided to them with the intent of improving or maintaining the mental health status of the
10 client. The beneficiary may or may not be present for this service activity.

11 3. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf
12 of a client for a condition which requires more timely response than a regularly scheduled visit. Service
13 activities may include, but are not limited to, assessment, collateral and therapy.

14 4. Medication Support Services means those services which include prescribing,
15 administering, dispensing and monitoring of psychiatric medications or biologicals which are necessary
16 to alleviate the symptoms of mental illness. The services may include evaluation of the need for
17 medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent,
18 medication education and plan development related to the delivery of the service and/or assessment of
19 the beneficiary.

20 5. Rehabilitation Service means an activity which includes assistance in improving,
21 maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and
22 leisure skill, grooming and personal hygiene skills, meal preparation skills, and support resources;
23 and/or medication education.

24 6. Targeted Case Management means services that assist a beneficiary to access needed
25 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The
26 service activities may include, but are not limited to, communication, coordination, and referral;
27 monitoring service delivery to ensure beneficiary access to service and the service delivery system;
28 monitoring of the beneficiary's progress; and plan development.

29 7. Therapy means a service activity, which is a therapeutic intervention that focuses primarily
30 on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an
31 individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

32 8. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions with a
33 client which are designed to reduce or eliminate targeted behaviors as identified in the client's treatment
34 plan. Client must be approved by COUNTY to receive these services and be identified as a Medi-Cal
35 client. Individuals delivering these interventions must be approved by COUNTY as qualified to deliver
36 these services.

37 S. Mental Health Services Act (MHSA) means the law that provides funding for expanded

community mental health services. It is also known as “Proposition 63.”

T. Mental Health Worker means a person who has obtained a Bachelor's degree in a mental health field or has a high school diploma and two (2) years of experience delivering services in a mental health field, preferably working with minors.

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

V. Outreach means activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own client referral sources for the programs they offer.

W. Pre-Licensed Psychologist means a person who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology intern or Psychological Assistant, acquiring hours for licensing, and waived in accordance with W&IC section 575.2. The waiver may not exceed five (5) years.

X. Pre-Licensed Therapist means a person who has obtained a Masters Degree in Social Work or Marriage and Family Therapy and is registered with the Board of Behavioral Sciences (BBS) as an Associate Clinical Social Worker or MFT intern acquiring hours for licensing. Registration is subject to regulations adopted by the BBS.

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

Z. Psychiatrist means a person 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.

AA. Psychologist means a person who meets the minimum professional and licensure requirements set forth in Title 9, California Code of Regulations, Section 624, and, preferably, has at least one (1) year of experience treating minors.

AB. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one percent (1%) of all “high risk” Medi-Cal clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician, and one (1) Physician who are is not involved in the clinical care of the case.

AC. Referral means providing the effective linkage of a client to another service, when indicated, with follow-up to be provided within five (5) working days to assure that the client has made contact with the referred service.

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AD. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by county, to determine the appropriateness of diagnosis and treatment and to monitor compliance to the minimum CYS and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

AE. Token means the security device which allows an individual user to access the HCA computer based Integrated Records Information System (IRIS).

AF. Wraparound Orange County (WOC) means the wraparound program administered by the COUNTY Social Services Agency and available to clients returning from or being considered for placement in group homes.

II. BUDGET

A. The following budget is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	<u>BUDGET</u>	
ADMINISTRATIVE COSTS		
Indirect	\$ 322,941	<u>\$357,736</u>
SUBTOTAL	\$ 322,941	<u>\$357,736</u>
PROGRAM COSTS		
Salaries	\$1,271,141	<u>\$1,313,641</u>
Benefits	343,208	<u>354,258</u>
Services and Supplies	1,032,710	<u>1,264,365</u>
SUBTOTAL	\$2,647,059	<u>\$2,932,264</u>
TOTAL COSTS	\$2,970,000	<u>3,290,000</u>
REVENUES		
Federal Medi-Cal	\$ 24,120	
EPSDT Medi-Cal	24,120	
Mental Health Services Act	-2,921,760	<u>3,241,760</u>
TOTAL REVENUE	\$2,970,000	<u>3,290,000</u>
TOTAL MAXIMUM OBLIGATION	\$2,970,000	<u>3,290,000</u>

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

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

17 18 **III. PAYMENTS**

19 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
 20 \$247,500 per month for the period of July 2008 through April 2009 and \$407,500 per month for the
 21 period May 2009 through June 2009. All payments are interim payments only, and subject to Final
 22 Settlement in accordance with the Cost Report paragraph of this Agreement for which CONTRACTOR
 23 shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total
 24 of such payments does not exceed COUNTY's Total Maximum Obligation, and, provided further,
 25 CONTRACTOR's costs are reimbursable pursuant to federal, state and county regulations.
 26 ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the
 27 provisional amount specified above has not been fully paid.

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

32 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
 33 provisional amount payments exceed the actual cost of, or Medi-Cal billed for, providing services,
 34 ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed
 35 the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-
 36 to-date actual cost incurred or Medi-Cal revenue billed by CONTRACTOR.

37 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the

provisional amount payments are less than the actual cost of, or Medi-Cal billed for, 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 or Medi-Cal revenue 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 should 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.

IV. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain one (1) facility which meets the minimum requirements for Medi-Cal eligibility at the following locations or any other location approved by ADMINISTRATOR:

3188 Fairway Avenue, Suite F / G
Costa Mesa, CA 92626

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 weekends, if necessary, in order to accommodate clients.

3. CONTRACTOR shall provide client and client families twenty-four (24)-hour, seven (7) day a week, 365 days per year access to their assigned case manager or a substitute acceptable to COUNTY. CONTRACTOR shall also develop with each client and client families a plan for crisis intervention services which includes whom to contact for emergency psychiatric services. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend Services paragraph.

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

1 B. SERVICES – FULL SERVICE/WRAPAROUND (FSW)

2 1. CONTRACTOR shall conduct outreach activities to ensure contact with the maximum
3 number of potential clients. CONTRACTOR will coordinate outreach efforts with other COUNTY
4 programs.

5 2. CONTRACTOR shall identify and assess potential clients meeting the following criteria
6 unless written exception is granted by COUNTY:

7 a. Orange County residents.

8 b. displaying behaviors or a history indicative of Seriously Emotionally Disturbed or
9 Severely Mentally Impaired, as defined by the California Welfare and Institutions Code 5000.3.

10 c. between the ages of 0 and 18.

11 d. in one of the following target groups:

12 1) homeless;

13 2) with a history of multiple psychiatric hospitalizations;

14 3) experiencing their first psychotic episode;

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

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

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

18 3. Following assessment, clients meeting program criteria may be admitted to the FSW if
19 approved by COUNTY.

20 4. CONTRACTOR shall coordinate referrals with other existing wraparound and mental
21 health services to ensure that all clients and their families are given access to the most appropriate level
22 and type of service. Other services may include Wraparound Orange County (WOC), MHSA Full
23 Service Partnership (FSP) programs for children or adults, and other COUNTY mental health services.

24 5. CONTRACTOR shall provide supportive services for all persons contacted but not
25 admitted to the Full Service/Wraparound (FSW) Program until those persons can be engaged in
26 alternative services. Referrals to alternate services and the supported services provided until engagement
27 will be reviewed and approved by COUNTY.

28 6. CONTRACTOR shall provide a FSW program, modeled on the existing WOC Program.
29 The FSW Program shall provide culturally competent in-home, intensive, mental health case
30 management services addressing family needs across all life domains of the client. In the program, a
31 case manager and a client will form a service team which will identify strengths, needs and resources,
32 including additional people to be added to the team. The team will develop a service plan for each
33 client within thirty (30) calendar days of enrollment. The implementation of the service plan will be the
34 responsibility of the team using a “whatever-it-takes” approach to promote success, safety, and
35 permanence in the home, school and community. The plan will cover the entire range of needs for the
36 client and client family, including but not limited to: housing, employment, medical needs, and
37 additional mental health services. The team will be responsible for identifying ways of addressing need

1 through linkage to existing services in the community, and will also have limited access to additional
2 funding to access other needed services or support as necessary.

3 7. CONTRACTOR shall ensure that every client is engaged in mental health treatment
4 appropriate to his/her diagnosis and level of distress. A therapist will be included on the family team
5 whenever possible.

6 8. CONTRACTOR shall follow procedures provided by COUNTY regarding the request for,
7 use and accounting of Individual Services and Support funds.

8 9. CONTRACTOR shall maintain a minimum caseload of ten (10) clients per case manager,
9 with annual expected enrollment of ~~one hundred forty two (142)~~ one hundred sixty two (162).
10 CONTRACTOR shall provide a minimum of ~~seven thousand one hundred (7,100)~~ eight thousand one
11 hundred (8,100) face-to-face contacts with clients and client families per year, of FSW services as
12 specified in the Services paragraph of this Agreement. CONTRACTOR understands and agrees that
13 this is a minimum standard and shall make every effort to exceed this minimum.

14 10. CONTRACTOR shall make every effort to provide direct service hours to Medi-Cal clients
15 enrolled in this program and maximize the collection of Medi-Cal revenue for those services.

16 11. CONTRACTOR shall record and input into IRIS all Medi-Cal direct service hours
17 delivered in the FSW.

18 12. CONTRACTOR shall have a system in place to ensure a face-to-face contact weekly for
19 every client or family unless written exception is granted by ADMINISTRATOR.

20 13. CONTRACTOR shall collect and input all data about characteristics and progress of the
21 clients into the CAMINAR database developed for this purpose.

22 14. CONTRACTOR shall provide face-to-face contact within three (3) working days of client's
23 referral for services.

24 15. CONTRACTOR shall not refuse client referrals if CONTRACTOR has available space and
25 appropriate staffing to take additional clients, unless otherwise approved by ADMINISTRATOR.

26 16. CONTRACTOR shall confer with ADMINISTRATOR prior to recommending a client for
27 discharge. Planning for discharge or transition to an appropriate alternative service shall be initiated
28 upon admission to the FSW Program and be incorporated into the service plan.

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

33 18. CONTRACTOR shall attend:

- 34 a. Case conferences, as requested by COUNTY to address any aspect of clinical care.
- 35 b. Monthly COUNTY staff meetings with CYS Program staff and ADMINISTRATOR to
- 36 discuss contractual and other issues related to, but not limited to compliance with policies and
- 37 procedures, statistics and clinical services.

1 c. Clinical staff training conducted by COUNTY Program Management,
2 CONTRACTOR, and/or ADMINISTRATOR.

3 d. Quarterly QIC meetings.

4 19. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
5 conduct research activity on COUNTY clients without obtaining prior written authorization from
6 ADMINISTRATOR.

7 20 CONTRACTOR shall conduct Supervisory Review at sixty (60) calendar day and six (6)
8 month intervals, in accordance with procedures developed by COUNTY. CONTRACTOR shall ensure
9 that all chart documentation complies with all federal, state, and local guidelines and standards.

10 21 CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
11 statistical data used to monitor CONTRACTOR will be compiled using COUNTY IRIS reports, if
12 available, and if applicable.

13 22. NATIONAL PROVIDER IDENTIFIER - CONTRACTOR, including each employee that
14 provides services under this Agreement, shall obtain a National Provider Identifier (NPI) upon
15 commencement of this Agreement or prior to providing services under this Agreement.
16 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
17 ADMINISTRATOR, all NPI as soon as they are available.

18 23. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend any of
19 the requirements described in this Services paragraph.

20 C. FLEX FUNDS

21 1. CONTRACTOR shall ensure that utilization of Flex Funds is individualized and
22 appropriate for the treatment of client's mental illness and overall quality of life.

23 2. CONTRACTOR shall report the utilization of their Flex Fund monthly on a form approved
24 by ADMINISTRATOR. The Flex Fund report shall be submitted with CONTRACTOR's monthly
25 Expenditure and Revenue Report.

26 3. CONTRACTOR shall develop a Policy and Procedure, or revise an existing Policy and
27 Procedure, regarding Flex Funds and submit to ADMINISTRATOR no later than twenty (20) calendar
28 days from the start of this Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and
29 approve the Policy and Procedure, in writing, no later than thirty (30) days from the start of this
30 Agreement. If the Flex Fund Policy and Procedure has not been approved after thirty (30) days from the
31 start of this Agreement, any subsequent Flex Fund expenditures may be disallowed by
32 ADMINISTRATOR.

33 4. CONTRACTOR shall ensure the Flex Fund Policy and Procedure will include, but not be
34 limited to:

35 a. Purpose for which Flex Funds are to be utilized. This shall include a description of
36 what type of expenditures are appropriate, reasonable, and justified, and that expenditure of Flex Funds
37 shall be individualized according to client's needs. Include a sample listing of certain expenditures that

1 are allowable, unallowable, or require discussion with COUNTY Program staff and/or Contract
2 Administrator;

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

6 c. Identification of the process for documenting and accounting for all Flex Fund
7 expenditures, which shall include, but not be limited to, retention of comprehensible source
8 documentation such as receipts, copy of client's lease/rental agreements, general ledgers, and needs
9 documented in client's master treatment plans;

10 d. Statement indicating that Flex Funds may be utilized when other community resources
11 such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely
12 manner, or are not appropriate for a client's situation. PSCs will assist clients in exploring other
13 available resources, whenever possible, prior to utilizing Flex Funds;

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

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

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

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

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

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

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

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

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

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

F. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation 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.

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

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

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

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

4. CONTRACTOR shall return to ADMINISTRATOR all tokens under the following conditions:

- a. Token of each staff member who is no longer supports this Agreement.
- b. Token of each staff member who no longer requires access to the HCA IRIS.
- c. Token of each staff member who leaves employment of CONTRACTOR.
- d. Tokens malfunctioning.

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

6. CONTRACTOR shall reimburse the COUNTY for tokens lost, stolen, or damaged through acts of negligence.

H. 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 client charts to assist CONTRACTOR in ensuring compliance with CYS policies and procedures, and Medi-Cal requirements.

d. Review and approve all referrals of potential clients to alternate services.

e. Review and approve all admissions and discharges from the program.

f. Review and approve all client service plans including the proposed mental health treatment arrangements, discharge and transfer plans.

g. Review and approve the annual training schedule and identifies topics to be covered in training or supervision.

h. Review and approve the composition of the community oversight advisory committee.

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 client 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.

I. 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 Manual, 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 allow ADMINISTRATOR to attend, and if necessary conduct, QIC and medication monitoring meetings.

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

V. STAFFING

A. CONTRACTOR shall provide the following staffing, expressed in Full-Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours per week, to provide FSW services:

PROGRAM	FTE	
Regional Director	0.50	<u>0.40</u>
Program Director	1.00	
Licensed Therapist Supervisor	2.00	
Office Manager	1.00	
Office Assistant	3.00	<u>3.50</u>
Quality Improvement Coordinator	1.00	
Volunteer Coordinator	0.17	
Quality Improvement Administrator	0.11	
Billing Administrator	0.11	
Lead Personal Service Coordinator	2.00	
Personal Service Coordinator	7.00	<u>9.00</u>
Personal Service Coordinator-Bilingual	7.00	
Housing Specialist	1.00	
Education/Employment Specialist	1.00	
Peer Mentor-Parent	2.00	<u>3.00</u>
Peer Mentor-Youth	<u>2.00</u>	
TOTAL PROGRAM FTEs	30.89	<u>34.29</u>

1. 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 the 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 employee benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

2. CONTRACTOR shall recruit, hire, train and maintain staff who are clients, former clients or their family members and who are qualified for the position(s) sought. Documentation may include,

1 but not be limited to, the following: records attesting to efforts made in recruitment and hiring
 2 practices, and identification of measures taken to enhance accessibility for potential staff in these
 3 categories. 3. CONTRACTOR may augment the above paid staff with volunteers or interns upon
 4 written approval of ADMINISTRATOR.

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

7 b. A student intern is a person enrolled in an accredited graduate program accumulating
 8 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
 9 Acceptable graduate programs include all programs that assist the student in meeting the educational
 10 requirements in becoming either a Marriage and Family Therapist, a Licensed Clinical Social Worker,
 11 or a licensed Clinical Psychologist. Persons with graduate degrees and who have two (2) years full-time
 12 experience in a mental health setting, either post-degree or as part of the program leading to the
 13 graduate degree, shall not be considered as students.

14 4. CONTRACTOR shall only hire potential staff persons who successfully pass a Live Scan
 15 background check. This background check shall be updated every six (6) months on all direct service
 16 staff.

17 5. CONTRACTOR shall maintain personnel files for each staff person, which shall include,
 18 but not be limited to, an application for employment, qualifications for the position, results of
 19 background checks, applicable licenses, waivers, registrations, documentation of bicultural/bilingual
 20 capabilities, pay rate, training, and evaluations justifying pay increases.

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

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

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

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

37 B. WORKLOAD STANDARDS - CONTRACTOR shall provide a minimum of ~~7,100~~ eight

1 thousand one hundred (8,100) face-to-face contacts with clients and client families per year, of FSW
 2 services as specified in the Services paragraph of this Agreement. CONTRACTOR understands and
 3 agrees that this is a minimum standard and shall make every effort to exceed this minimum.
 4 CONTRACTOR shall make every effort to provide direct service hours to Medi-Cal clients enrolled in
 5 this program and maximize the collection of Medi-Cal revenue for those services.

6 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to amend any of the
 7 requirements described in this Staffing paragraph.

8 9 **VI. REPORTS**

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

13 **B. FISCAL**

14 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
 15 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
 16 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
 17 in the Services paragraph of Exhibit A to this Agreement. Such reports shall include number of clients
 18 by program. The reports shall be received by ADMINISTRATOR no later than twenty (20) calendar
 19 days following the end of the month reported.

20 2. CONTRACTOR shall submit monthly Year-End Expenditure and Revenue Projection
 21 Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
 22 ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for
 23 CONTRACTOR's program described in the Service paragraph of this Exhibit A to the Agreement.
 24 Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and
 25 revenue to the end of the fiscal year. The reports shall also include units of service, face-to-face
 26 contacts, and number of participants by program. Year-End Projection Reports shall be submitted in
 27 conjunction with the monthly Expenditure and Revenue Reports and shall be due each month
 28 throughout the term of the contract.

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

36 D. PROGRAMMATIC - CONTRACTOR, shall submit monthly programmatic reports to
 37 ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar

1 days following the end of the month being reported. Programmatic reports shall include a description of
2 CONTRACTOR's progress in implementing the provisions of this Agreement, CONTRACTOR shall
3 state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement.

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

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