

1                                   AGREEMENT FOR PROVISION OF  
2                                   OUTREACH AND ENGAGEMENT SERVICES  
3                                   BETWEEN  
4                                   COUNTY OF ORANGE  
5                                   AND

6                                   «UC\_NAME»\_«UC\_DBA»  
7                                   JULY 1, ~~2012~~2013 THROUGH JUNE 30, ~~2013~~2014

8  
9           THIS AGREEMENT entered into this 1st day of July ~~2012~~2013, which date is enumerated for  
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
11 «UC\_NAME»\_«UC\_DBA», a ~~California~~«CORP\_STAT» ~~corporation~~-(CONTRACTOR). This  
12 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

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14                                   W I T N E S S E T H:

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16           WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
17 Outreach and Engagement Services described herein to the residents of Orange County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, ~~2012~~2013 through June 30, ~~2013~~2014

**Aggregate Maximum Obligation:** \$~~2,208,330~~719,044

**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:** «LC\_NAME» «LC\_DBA»  
«ADDRESS»  
«CITY\_STATE\_ZIP»

**CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
<del>Commercial General Liability</del>	<del>\$1,000,000 per occurrence</del>
	<del>\$2,000,000 aggregate</del>
<del>Automobile Liability, including coverage</del>	<del>\$1,000,000 per occurrence</del>
<del>for owned, non-owned and hired vehicles</del>	
<del>Workers' Compensation</del>	<del>Statutory</del>
<del>Employer's Liability Insurance</del>	<del>\$1,000,000 per occurrence</del>
<del>Professional Liability Insurance</del>	<del>\$1,000,000 per claims made or</del>
	<del>per occurrence</del>

1	<del>Sexual Misconduct</del>	<del>\$1,000,000 per occurrence</del>
2	«CONTACT_PERSON»	
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## I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A.	ARRA	American Recovery and Reinvestment Act
B.	ASO	Administrative Service Organization
C.	<del>ASRS</del>	<del>Alcohol and Drug Programs Reporting System</del>
<del>D.</del>	<del>CAT</del>	<del>Centralized Assessment Team</del>
<del>E.</del>	CCC	California Civil Code
<del>D.</del>	<del>F.</del>	CCR California Code of Regulations
<del>G.</del>	E.	CEO County Executive Office
<del>F.</del>	CFR	Code of Federal Regulations
<del>HG.</del>	CHPP	COUNTY HIPAA Policies and Procedures
<del>I.</del>	<del>CHS</del>	<del>Correctional Health Services</del>
H.	COI	Certificate of Insurance
<del>I.</del>	<del>J.</del>	<del>D/MC Drug/Medi-Cal</del>
<del>K.</del>	DHCS	Department of Health Care Services
<del>J.</del>	<del>L.</del>	<del>DPFS Drug Program Fiscal Systems</del>
<del>M.</del>	DRS	Designated Record Set
<del>N.</del>	<del>DSM IV</del>	<del>The Diagnostic and Statistical Manual of Mental Disorders, 4th Edition</del>
<del>O.</del>	K.	GAAP General Accepted Accounting Principles
<del>L.</del>	<del>P.</del>	HCA Health Care Agency
<del>M.</del>	<del>Q.</del>	HHS Health and Human Services
<del>RN.</del>	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
<del>O.</del>	<del>S.</del>	HSC California Health and Safety Code
P.	ISO	Insurance Services Office
<del>Q.</del>	<del>T.</del>	<del>MHP Mental Health Plan</del>
<del>U.</del>	MHSA	Mental Health Services Act
<del>R.</del>	<del>V.</del>	<del>NPP Notice of Privacy Practices</del>
<del>W.</del>	<del>OCJS</del>	<del>Orange County Jail System</del>
<del>X.</del>	<del>OCPD</del>	<del>Orange County Probation Department</del>
<del>Y.</del>	<del>OCR</del>	<del>Office for Civil Rights</del>
<del>Z.</del>	<del>OCSD</del>	<del>Orange County Sheriff's Department</del>
<del>AA.</del>	OIG	Office of Inspector General
<del>S.</del>	<del>AB.</del>	OMB Office of Management and Budget
<del>AC.</del>	T.	OPM Federal Office of Personnel Management
<del>AD.</del>	<del>PADSS</del>	<del>Payment Application Data Security Standard</del>
<del>AE.</del>	U.	PC State of California Penal Code



~~AF. PCI DSS~~ ~~Payment Card Industry Data Security Standard~~  
~~AG.~~ ~~V.~~ PEI Prevention and Early Intervention  
~~AH.~~ ~~W.~~ PHI Protected Health Information  
~~AI.~~ ~~X.~~ PII Personally Identifiable Information  
~~AJ.~~ ~~Y.~~ P&P ~~Policies~~ Policy and ~~Procedures~~ Procedure  
~~AK.~~ ~~Z.~~ PRA Public Record Act  
~~AL.~~ ~~SRAS~~ ~~Suicide Risk Assessment Standards~~  
~~AM.~~ ~~TAY~~ ~~Transitional Age Youth~~  
~~AN.~~ ~~AA.~~ ~~SIR~~ Self-Insured Retention  
AB. USC United States Code  
~~AOAC.~~ WIC State of California Welfare and Institutions Code

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## II. ALTERATION OF TERMS

A. This Agreement, together with Exhibit A attached hereto and incorporated herein ~~by reference~~, fully expresses ~~all the complete~~ 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~~.

B. Unless otherwise expressly stated in this Agreement, ~~no~~ addition to, or alteration of, the terms of this Agreement ~~or any Exhibits~~, whether written or verbal, shall be valid unless made in ~~writing~~ and the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

## III. 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.

## IV. COMPLIANCE

A. ~~COMPLIANCE PROGRAM~~—ADMINISTRATOR has established a Compliance Program for

the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of the relevant ~~policies and procedures~~ HCA P&Ps relating to ~~ADMINISTRATOR's~~ HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

~~2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of HCA. Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year.~~

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~~CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.~~

~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has~~ 2.

CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs ~~A.4., A.5., A.6., and A.7.~~ below.

~~43.~~ If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and Code of Conduct.

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

~~5.~~ ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's CONTRACTOR Compliance Program and Code of Conduct contains all required elements. ~~CONTRACTOR shall take necessary action to~~

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meet said standards or shall be asked to acknowledge and agree to the ~~ADMINISTRATOR's~~ HCA's Compliance Program and Code of Conduct if the ~~ADMINISTRATOR's~~ CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

~~65.~~ Upon written confirmation from ADMINISTRATOR's Compliance Officer that the ~~CONTRACTOR's~~ CONTRACTOR Compliance Program and Code of Conduct contains all required

elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related ~~policies and procedures~~ P&Ps.

~~76.~~ Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant ~~policies and procedures~~ P&Ps shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening P&Ps and screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as ~~defined hereunder~~ pursuant to this Agreement. Screening shall be conducted against the General Services Administration's ~~List of Parties-Excluded from Federal Programs~~ Parties List System or System for Award Management, the Health and Human Services/~~OIG~~ Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any other as identified by the ADMINISTRATOR.

~~1.~~ 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related P&Ps.

2. An Ineligible Person shall be any individual or entity who:

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~ federal and state 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 and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

~~23.~~ 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.

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~~3.~~ //

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually ~~(January and July)~~ to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are

1 eligible to participate in all federal and State of California health programs and have not been excluded  
 2 or debarred from participation in any federal or state health care programs, and to further represent to  
 3 CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

4 ~~45.~~ Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
 5 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
 6 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered  
 7 Individual providing services directly relative to this Agreement becomes debarred, excluded or  
 8 otherwise becomes an Ineligible Person.

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

15 ~~67.~~ CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
 16 entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
 17 screened. Such individual or entity shall be immediately removed from participating in any activity  
 18 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from or  
 19 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

20 ~~7.~~ CONTRACTOR shall promptly return any overpayments within ~~in~~ forty-five (45)  
 21 business days after the overpayment is verified by the ADMINISTRATOR.

22 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training  
 23 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

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

33 ~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence~~  
 34 ~~by ADMINISTRATOR's employees and contract providers.~~

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

~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.~~

~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in subparagraphs D.4., D.5., D.6., D.7., and D.8. below.~~

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

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

~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.~~

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

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

#### ~~E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

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

~~2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/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 accurate billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.~~

~~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.~~

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## V. 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, 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 CCC, 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 of the CONTRACTOR 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~~ This 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.

## VI. 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 individual and/or consolidated Cost Report in accordance with all applicable federal, state and ~~county~~ COUNTY requirements, ~~generally accepted accounting principles~~ GAAP and the Special Provisions Paragraph of this Agreement. 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. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.



1 //

2 CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business  
3 //  
4 days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a  
5 consolidated Cost Report.

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

9 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each  
10 business day after the above specified due date that the accurate and complete individual and/or  
11 consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion  
12 of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual  
13 and/or consolidated Cost Report due COUNTY by CONTRACTOR.

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

17 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
18 individual and/or consolidated Cost Report setting forth good cause for justification of the request.  
19 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be  
20 unreasonably denied.

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

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

31 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
32 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in  
33 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to  
34 COUNTY which are not reimbursable pursuant to applicable federal, state and ~~county~~ COUNTY laws,  
35 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is  
36 subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by  
37 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar

days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

E. If the individual and/or consolidated 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.

F. ~~All~~ All individual and/or consolidated Cost Reports 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 \_\_\_\_\_"

## **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; ~~provided, however, obligations undertaken by~~ CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by shall provide written notification of CONTRACTOR's intent to



1 ~~delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR, meet the~~  
 2 ~~requirements of this Agreement as they relate to the service or activity under subcontract, and include~~  
 3 ~~any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of~~  
 4 ~~a subcontract upon five (5) not less than sixty (60) calendar days written notice to CONTRACTOR if~~  
 5 ~~subcontract fails to meet the requirements of this Agreement prior to the effective date of the delegation.~~  
 6 ~~Any attempted assignment or any provisions that ADMINISTRATOR has required. No subcontract~~  
 7 ~~shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.~~  
 8 ~~ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed~~  
 9 ~~for subcontracts not approved in accordance with this paragraph delegation in derogation of this~~  
 10 ~~Paragraph shall be void.~~

11 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the  
 12 prior written consent of COUNTY. ~~For CONTRACTORS which are~~

13 1. If CONTRACTOR is a nonprofit ~~corporations~~ organization, any change from a nonprofit  
 14 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty  
 15 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall  
 16 be deemed an assignment for purposes of this ~~paragraph~~ Paragraph, unless CONTRACTOR is  
 17 transitioning from a community clinic/health center to a Federally Qualified Health Center and has been  
 18 so designated by the Federal Government. Any attempted assignment or delegation in derogation of this  
 19 ~~paragraph~~ Subparagraph shall be void.

20 ~~C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the~~  
 21 ~~prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations~~

22 2. If CONTRACTOR is a for-profit organization, any change in the business structure, including  
 23 but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
 24 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
 25 change in fifty percent (50%) or more of ~~CONTRACTOR's directors~~ Board of Directors of  
 26 CONTRACTOR at one time shall be deemed an assignment pursuant to this ~~paragraph~~ Paragraph. Any  
 27 attempted assignment or delegation in derogation of this ~~paragraph~~ Subparagraph shall be void.

28 3. If CONTRACTOR is a governmental organization, any change to another structure,  
 29 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
 30 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
 31 assignment for purposes of this Paragraph. Any attempted assignment or delegation in derogation of  
 32 this Subparagraph shall be void.

33 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
 34 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations  
 35 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
 36 the effective date of the assignment.

37 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by

means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.

1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar day's written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this Paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

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#### **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §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.

#### **IX. EQUIPMENT**

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ~~Administrator~~ ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and lab 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~~ GAAP.

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

C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

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

G. 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.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

## **X. FACILITIES, PAYMENTS AND SERVICES**

CONTRACTOR agrees to provide the services, staffing, facilities, and supplies 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.

## **XI. 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 pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

~~B. —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 in the Referenced Contract Provisions of this Agreement.~~

Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all

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endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.

D. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

### **E. QUALIFIED INSURER**

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com)

2. ~~C. All insurance~~ If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management

retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

F. The policy or policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
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Workers' Compensation <del>and Employer's</del>	Statutory
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Employers' Liability Insurance	\$1,000,000 per occurrence
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G. ~~, and Professional~~ REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

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2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following ~~clauses~~ endorsements, which shall accompany the COI:

~~1. "The~~ 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is ~~included as an additional insured with respect to the operations of the named insured performed under contract with~~ primary and any insurance or self-insurance maintained by the County of Orange." shall be excess and non-contributing.

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

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

~~D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be~~



1 ~~mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

2 ~~—E.~~ All insurance policies required by this ~~contract~~ Agreement shall waive all rights of subrogation  
3 against the County of Orange and members of the Board of Supervisors, its elected and appointed  
4 officials, officers, agents and employees when acting within the scope of their appointment or  
5 employment.

6 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
7 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its  
8 elected and appointed officials, officers, agents and employees.

9 K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar  
10 days' notice in the event of cancellation and ten (10) calendar days' notice for non-payment of premium.  
11 This shall be evidenced by policy provisions or an endorsement separate from the COI.

12 L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR  
13 shall agree to maintain professional liability coverage for two years following completion of Agreement.

14 M. The Commercial General Liability policy shall contain a severability of interests clause also  
15 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

16 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
17 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
18 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
19 adequately protect COUNTY.

20 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
21 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY  
22 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement  
23 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal  
24 remedies.

25 P. The procuring of such required policy or policies of insurance shall not be construed to limit  
26 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of  
27 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

#### 28 Q. SUBMISSION OF INSURANCE DOCUMENTS

29 1. The COI and endorsements shall be provided to COUNTY as follows:

30 a. Prior to the start date of this Agreement.

31 b. No later than the expiration date for each policy.

32 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
33 changes to any of the insurance types as set forth in Subparagraph F. of the Indemnification and  
34 Insurance Paragraph of the Agreement.

35 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced  
36 in the Referenced Contract Provisions of this Agreement.

37 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance

provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

b. ~~F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

## **XII. INSPECTIONS AND AUDITS**

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

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

C. AUDIT RESPONSE

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

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

D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures during the term of this Agreement.

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

### XIII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws ~~and~~, regulations and requirements of the United States, the State of California, COUNTY, and ~~any~~ all 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~~ any hearings or appeals, permits, licenses, approvals, certificates, accreditations, 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. WIC, Divisions 5, 6 and 9.~~

~~2. HSC, §§1250 et seq.~~

~~3. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.~~



~~4. CCR, Title 9, Title 17, and Title 22.~~

~~5. CFR, Title 42 and Title 45.~~

~~6. USC Title 42.~~

~~7. Federal Social Security Act, Title XVIII and Title XIX.~~

~~8. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.~~

~~9. 42 USC, §114 and §§1857, et seq., the Clean Air Act.~~

~~10. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~

~~11. 31 USC 7501.70, Federal single Audit Act of 1984.~~

~~12. Policies and procedures set forth in MHP Letters.~~

~~13. Policies and procedures set forth in DHCS Letters.~~

~~14. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~

~~15. OMB Circulars A-87, A-89, A-110, A122.~~

### ~~C.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.

2. WIC, Divisions 5, 6 and 9.

3. State of HSC, §§1250 et seq.

4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.

5. CCR, Title 9, Title 17, and Title 22.

6. CFR, Title 42 and Title 45.

7. USC Title 42.

8. Federal Social Security Act, Title XVIII and Title XIX.

9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.

10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.

11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

12. 31 USC 7501.70, Federal Single Audit Act of 1984.

13. P&Ps set forth in MHSA.

14. P&Ps set forth in DHCS Letters.

15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

16. OMB Circulars A-87, A-89, A-110, A-122.

#### **XIV. ~~LITERATURE AND ADVERTISEMENTS~~ LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet. ~~Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.~~

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

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media P&Ps and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

## **XV. MAXIMUM OBLIGATION**

The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Outreach and Engagement Services is as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

## **XVI. NONDISCRIMINATION**

### **A. EMPLOYMENT**

1. During the ~~performance~~term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

2. ~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination~~ CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. ~~There shall be posted~~ CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

~~equal opportunity employer.~~ term EOE.

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

B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR ~~and/or subcontractor~~ shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; ~~as they relate to 20 USC §1681 - §1688;~~ Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, ~~as applicable~~, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

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

- ~~a~~1. Denying a client or potential client any service, benefit, or accommodation.
- ~~b~~2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- ~~c~~3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- ~~d~~4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
- ~~e~~5. Assignment of times or places for the provision of services.

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

- ~~a~~1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

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

3 ~~2~~b. Throughout the problem resolution and grievance process, client rights shall be  
4 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be  
5 informed of their right to access the Patients' Rights Office at any time.

6 ~~2~~ ~~b. In those cases where the client's complaint is filed initially with the Patients'~~  
7 ~~Rights Office, the Patients' Rights Office may proceed to investigate the client's complaint.~~

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

11 ~~C~~D. PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to  
12 comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,  
13 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC  
14 12101, et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons  
15 with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1  
16 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

26 //

## 27 XVII. NOTICES

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

30 1. When written and deposited in the United States mail, first class postage prepaid and  
31 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed  
32 by ADMINISTRATOR;

33 2. When faxed, transmission confirmed;

34 3. When sent by Email; or

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

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

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

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

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

## **XVIII. NOTIFICATION OF DEATH**

### ~~A. NON-TERMINAL ILLNESS DEATH~~

A. Upon becoming aware of the death of any person served pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR 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.

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

#### 2. ~~In addition,~~ WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall, ~~within sixteen (16) hours after such death,~~ hand deliver ~~or~~ fax, ~~a written Notification of Non-Terminal Illness Death~~ and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

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~~b. 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, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight~~



(48) hours of becoming aware of the death due to terminal illness of any person served ~~hereunder. 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~~ pursuant to this Agreement.

~~2C.~~ If there are any questions regarding the cause of death of any person served ~~hereunder~~ pursuant to this Agreement 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~~ this Notification of Death Paragraph.

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### **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

### **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

~~1. California Code of Regulation Title 22, §§70751(e), 71551(e), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).~~

~~2. State of California, Health and Safety Code §123145.~~

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

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

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

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

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

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F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a ~~breach~~ Breach of ~~privacy-unsecured PHI~~ and/or ~~security-of-PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.~~

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

J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated 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.

K. CONTRACTOR shall retain all financial records for a minimum of seven (7) 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.

L. 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.

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

N. 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.

O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

## **XXI. RESEARCH AND PUBLICATION**

CONTRACTOR shall not utilize information and data received from COUNTY or developed as a result of this Agreement for the purpose of personal publication.

## **XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,

where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it exists or may hereafter be amended.

### **XXIII. SEVERABILITY**

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

### **XXIV. SPECIAL PROVISIONS**

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

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official ~~or making political contributions.~~
- CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. ~~Supplanting current funding for existing services.~~
- ~~4. Fundraising.~~
5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.
6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.
7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
8. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at ~~www.opm.gov.~~ www.opm.gov.
9. Severance pay for separating employees.
10. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. ~~Supplanting current funding for existing services.~~

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR

shall not use the funds provided by means of this Agreement for the following purposes:

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

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

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

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

~~5.~~ 1. Funding travel or training (excluding mileage or parking).

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

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

4. 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.

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

6. Providing inpatient hospital services or purchasing major medical equipment.

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

8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.

## **XXV. 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 COUNTY's employees and shall not be considered in any manner to be COUNTY COUNTY's employees.

## **XXVI. TERM**

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this ~~Master~~ Agreement applies. ~~The term of this Master Agreement shall commence on July 1, 2012 and terminate on June 30, 2013; provided, however, that the specific term for CONTRACTOR shall be~~ as specified in the Referenced Contract Provisions of this Agreement; ~~and, unless otherwise sooner terminated as provided further that the parties~~ in this Agreement; provided, however, CONTRACTOR shall ~~continue to~~ be obligated to ~~comply with the requirements and~~ perform the such duties ~~specified in~~ as would normally extend beyond this Agreement. ~~Such duties include, term, including~~ but ~~are~~ not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

## XXVII. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

- 1           1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- 2           a. The continued availability of federal, state and county funds for reimbursement of
- 3 COUNTY's expenditures, and
- 4           b. Inclusion of sufficient funding for the services hereunder in the applicable budget
- 5 approved by the Board of Supervisors.
- 6           2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
- 7 terminate or renegotiate this Agreement upon thirty (30) calendar ~~days~~ day's written notice given
- 8 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
- 9 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- 10          E. In the event this Agreement is suspended or terminated prior to the completion of the term as
- 11 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
- 12 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
- 13 term of ~~the~~ this Agreement.
- 14          F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of~~
- 15 ~~Termination~~ pursuant to Subparagraphs B., C., or D. above, CONTRACTOR shall do the following:
- 16           1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 17 is consistent with recognized standards of quality care and prudent business practice.
- 18           2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 19 performance during the remaining contract term.
- 20 ~~3.~~ 3. Until the date of termination, continue to provide the same level of service required
- 21 by this Agreement.
- 22           4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
- 23 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
- 24 orderly transfer.
- 25           ~~4~~ 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
- 26 client's best interests.
- 27           ~~5~~ 6. If records are to be transferred to COUNTY, pack and label such records in accordance
- 28 with directions provided by ADMINISTRATOR.
- 29           ~~6~~ 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
- 30 supplies purchased with funds provided by COUNTY.
- 31           ~~7~~ 8. To the extent services are terminated, cancel outstanding commitments covering the
- 32 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
- 33 commitments which relate to personal services. With respect to these canceled commitments,
- 34 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
- 35 arising out of such cancellation of commitment which shall be subject to written approval of
- 36 ADMINISTRATOR.
- 37          G. The rights and remedies of COUNTY provided in this Termination ~~paragraph~~ Paragraph shall

1 not be exclusive, and are in addition to any other rights and remedies provided by law or under this  
2 Agreement.

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4 **XXVIII. THIRD PARTY BENEFICIARY**

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

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9 **XXIX. WAIVER OF DEFAULT OR BREACH**

10 — Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
11 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
12 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
13 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
14 Agreement.

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

«UC\_NAME» «UC\_DBA»

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

HEALTH CARE AGENCY

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

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

DEPUTY

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

signature alone is required by ~~HCA~~.

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ADMINISTRATOR

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EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
OUTREACH AND ENGAGEMENT SERVICES  
WITH  
«UC\_NAME»\_«UC\_DBA»  
JULY 1, ~~2012~~2013 THROUGH JUNE 30, ~~2013~~2014

**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 the Agreement.

~~A. Activity Form means a data collection form used to track each activity in which the group and/or individual participate.~~

~~B.~~ A. Admission means completion of the entry and/or intake process for program participants.

~~C.~~ B. Assessment means a professional review and evaluation of an individual's mental health needs and conditions in order to determine the most appropriate course of services.

~~D.~~ C. At Risk means a state of high stressor and low protective factor that would increase likelihood of development of a mental illness.

~~E.~~ D. Behavioral Health Problem means diminished cognitive, emotional, or social abilities, but not to the extent that the criteria for a mental disorder are met.

~~F.~~ E. Case Management means the delivery of individual guidance and support services. Case management services include; but are not limited to, referrals and linkages to needed services such as; resources, coaching, and assistance with translation and transportation.

~~F.~~ ~~G. CAT means a program within the Behavioral Health Services branch of the Orange County Health Care Agency comprised of licensed clinical social workers, marriage and family therapists, and behavioral health specialists, whose functions include~~

~~1. Crisis intervention for hospital diversions;~~

~~2. Evaluation for involuntary hospitalization (5150 Welfare and Institutions Code); assistance to police, fire, and social service agencies in response to psychiatric emergencies;~~

~~H. Community Defined Evidence "validates practices that have a community defined evidence base for effectiveness in achieving mental health outcomes for underserved communities. It also defines a process underway to nationally develop specific criteria by which practices' effectiveness may be documented using community defined evidence that eventually will allow the procedure to have an equal standing with evidence based practices currently defined in the peer reviewed literature." [National Network to Eliminate Disparities Latino Work Group] cited by California Department Mental Health, Prevention And Early Intervention (PEI) Resource Materials.~~

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~~I.~~ Early Intervention means the act of intervening, interfering or interceding at the manifestation of a mental health illness, with the intent of measurably improving a mental health problem or to prevent a mental health problem from getting worse.

~~J.~~ Engagement means the process by which a trusting relationship between a worker and participant is established with the goal to link the participant to appropriate services.

~~K.~~ Enrollment means the data entry of a participant's program information into ~~COUNTY's~~ CONTRACTOR's ~~Prevention and Intervention~~ database for purposes of recording and tracking a participant's involvement in the program.

~~L.~~ Evaluation means the systematic investigation of the value and impact of an intervention or program.

~~M.~~ Evidence-based Practice means the range of treatment and services of well documented effectiveness. ~~An evidence-based practice has quantitative and qualitative data showing positive outcomes and has been subject to expert/peer review that has determined that a particular approach or strategy has a significant level of evidence of effectiveness.~~

~~N.~~ J. Family Member means any traditional and/or non-traditional support system, significant other, or natural support designated by the participant.

~~O.~~ K. Follow-up means ensuring that the participant has linked to the referred service and/or successfully transitioned from one service to another.

~~P.~~ Group Contacts means ~~two (2) to twelve (12) people meeting on behalf of a participant. This can include case management, education and/or support of family/loved one or similar activities.~~

~~Q.~~ L. Group Intervention means the delivery of services to more than one individual or family.

~~R.~~ Health Education means ~~providing information and/or training on one or more health topics.~~

~~S.~~ M. Individual Intervention means any strategies or services rendered to a participant on a person-to-person level. Examples include, but are not limited to, education, case management, short-term therapy and life coaching to address individualized goals and objectives.

~~T.~~ Information Dissemination means ~~the distribution of a collection of facts or data.~~

~~U.~~ N. Intake means the initial meeting between a participant and a worker to evaluate a participant's issue of concern and determine how a program could best meet his/her needs.

~~V.~~ Level of Well-being means ~~the state of satisfaction, happiness, and/or in control that a participant feels about his/her present situation/condition as measured by a validated instrument/scale.~~

~~W.~~ O. Linkage means when an individual is connected to programs or services through warm hand-off or follow-up to ensure connection is made.

~~X.~~ P. Media Events means culturally relevant activities conducted by CONTRACTOR which are coordinated with and publicized by the media, including radio and TV appearances.

~~Y.~~ Mental Health Condition means ~~diminished cognitive, emotional, or social abilities, but not to~~

the extent that the criteria for a mental disorder are met.

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~~—Z. Q.~~ MHSA means the law that provides funding for expanded community mental health services act, also known as “Proposition 63.”

~~—AA. NPP means a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.~~

~~—AB. R.~~ Outreach means contact with potential participants to link them to appropriate behavioral health and supportive services; which may include media-based activities that educate the community about services offered and requirements for participation in the program.

~~—AC. S.~~ Participant means an individual enrolled in a program who engages in activities aimed at preventing and/or eliminating the development of mental illness.

~~—AD. Participant Advocacy means the provision of education and referral services to assist participants in getting appropriate care and services.~~

~~—AE. Participant to Volunteer Transition means that an enrolled participant completes the program and is subsequently recruited as a volunteer, returning to the program to serve in a volunteer, rather than participant capacity.~~

~~—AF. PEI means those programs directed towards individuals and families for education to prevent any onset of a mental health concern. Early Intervention programs are of short duration (usually less than one year), relatively low intensity intervention approaches to measurably improve a mental health problem or concern very early in its manifestation. The expected results are to avoid the need for more expensive mental health treatment or services, or to prevent a mental health problem from getting worse.~~

~~—AG. T.~~ PHI means individually identifiable health information usually transmitted by electronic media maintained in any medium as defined in the regulations or for an entity, such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

~~—AH. U.~~ PII means any information that could be readily used to identify a specific person, including but not limited to: name, address, telephone number, email address, driver's license number, Social Security number, bank account information, credit card information, or any combination of data that could be used to identify a specific person, such as birth date, zip code, mother's maiden name and gender.

~~—AI. Presentation/Speaking Engagement means structured, culturally appropriate mental health education and prevention activities directed to participants.~~

~~—AJ. V.~~ Prevention means the group or individual interventions that occur before the initial onset of a mental health disorder. Prevention promotes positive cognitive, social, and emotional development and encourages a state of well-being that allows the individuals to function well in the face of changing and sometimes challenging circumstances.

~~—AK. Program Protocol means the written program description, goals, objectives, and policies established by CONTRACTOR for the program provided pursuant to the Agreement.~~

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~~—AL. Promising practice means programs and strategies that have some quantitative data showing positive outcomes over a period of time, but do not have enough research or replication to support generalized outcomes. It has an evaluation component/plan in place to move towards demonstration of effectiveness; however, it does not yet have evaluation data available to demonstrate positive outcomes. [The Association of Maternal and Child Health Programs] cited by DHCS, PEI Resource Materials.~~

~~—AO W. Referral means an individual receives information or contacts for services or programs, or an unsuccessful linkage attempt.~~

~~—AP. Request means an act of asking for a Prevention and Early Intervention service to be rendered to a prospective participant.~~

~~—AQ. Resilience means the personal qualities of optimism and hope and the personal traits of good problem solving skills that lead individuals to live, work and learn with a sense of mastery and competence.~~

~~—AR. Social Support means assistance that may include companionship, emotional backing, cognitive guidance, material aid and special services.~~

~~—AS X. Support Group means a group consisting of eight (8) to twelve (12) people (led by a therapist and a co-facilitator/survivor) who provide one another with unconditional support, information, and skills to cope with the psychological stressors and/or loss associated with attempted or completed suicide.~~

~~—AT. TAY means participants sixteen (16) to twenty five (25) years of age.~~

~~—AU Y. Training means the action or method used to transfer skills and/or knowledge to a target audience.~~

~~—AV. Train the Trainer means the process in which an individual or group passes on the skills, knowledge, and abilities of course work to others so they may become educators, coaches, tutors, mentors, etc., to disseminate information, material, and skills to others.~~

~~—AW. Trauma Exposed Individuals means those who are exposed to traumatic events or prolonged traumatic conditions, including grief, loss and isolation, including those who are unlikely to seek help from any traditional mental health service.~~

~~—AX Z. Unduplicated Participant means an individual who is counted only once, despite how many programs the individual is enrolled in during a contractual agreement period.~~

~~—AY //~~

~~—AA. Units of Service means the number and/or type of activities the CONTRACTOR will fulfill during a contractual agreement period.~~

## II. BUDGET

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

### BUDGET

ADMINISTRATIVE COSTS

es <<ADMIN 1>>	\$ <<ADM_SAL_1>>
ts <<ADMIN 2>>	<<ADM_BEN_1>>
es and Supplies <<ADMIN 3>>	<<ADM_SS_1>>
ntrollers <<ADMIN 4>>	<<ADM_SUBC_1>>
et Costs <<ADMIN 5>>	<<ADM_IC_1>>
TOTAL ADMINISTRATIVE	\$ <<ADM_SUB_1>>

PROGRAM COSTS

es <<PROG 1>>	\$ <<PGM_SAL_1>>
ts <<PROG 2>>	<<PGM_BEN_1>>
es and Supplies <<PROG 3>>	<<PGM_SS_1>>
ntrollers <<PROG 4>>	<<PGM_SUBC_1>>
TOTAL PROGRAM	\$ <<PGM_SUB_1>>

TOTAL GROSS COSTS

\$ <<TTL\_GCOSTS>>

TOTAL REVENUE

\$ <<REV\_1>>  
\$ <<REV\_SUB\_1>>

BUDGET MAXIMUM OBLIGATION

\$ <<MAX\_OB\_1>>

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its participants, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain

written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP. The client eligibility determination and the fee charged to and collected from clients, if applicable, together with a record of all billings rendered and revenues received from any source, on behalf of clients treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

### **III. PAYMENTS**

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$«ARREARS\_1» per month; provided, however, that the total of such payments ~~do~~does not exceed COUNTY's Aggregate Maximum ~~Obligations~~Obligation as set forth in the Referenced Contract Provisions of the Agreement.

B. Monthly payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs B.2. and B.3., below.

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

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3. If, at any time, ~~CONTRACTOR'S~~CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR



by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

C. ~~CONTRACTOR'S~~ CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice.

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

E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.

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

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

#### IV. SERVICES

##### A. FACILITIES

1. CONTRACTOR shall maintain a facility~~(ies)~~ (ies) for the provision of Outreach and Engagement services described herein at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR. The facility~~(ies)~~ (ies) shall include space to support the services identified within the Agreement.

2. CONTRACTOR shall also provide services in community locations, including but not limited to private residences and apartment complexes, laundromats, worship centers, parks, schools, and community centers.

3. CONTRACTOR shall maintain regularly scheduled service hours, ~~five days~~ Monday through Friday 8:00 a-week m. – 5:00 p.m. throughout the year, and maintain the capability to provide services ~~during~~ after-school in the evening hours until 8:00 p.m. and on weekends in order to accommodate participants unable to participate during regular

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

34. CONTRACTOR shall promote participants' access and engagement services by providing services throughout the community in locations beyond the designated facility. Other locations may include but not be limited to private homes, schools, offices, and other community locations appropriate for the provision of services.

#### B. OUTREACH AND ENGAGEMENT SERVICES:

1. CONTRACTOR shall provide Outreach and Engagement Services to residents of Orange County to prevent the development of mental health conditions or intervene early in their manifestation to prevent conditions from getting worse. This includes engaging in interventions aimed at reducing risk factors or stressors, building protective factors and skills, and increasing support through referrals and linkages. Specifically, CONTRACTOR shall provide Outreach and Engagement Services to the following populations:

- a. Children (0-18 years of age);
- b. Transitional Age Youth (16-24);
- c. Adults (18-59); and
- d. Older Adults (60 and older).

2. CONTRACTOR shall develop a comprehensive community outreach and engagement plan to promote awareness about mental health issues, risk and protective factors, stigma, and the availability of services and resources. CONTRACTOR shall disseminate mental health information using a variety of methods such as face-to-face contacts in individual and/or group formats, a toll-free telephone number, a website and/or social networking site(s). The following strategies shall be used:

##### a. Outreach

1) Door-to-Door/Street Outreach: Contractor staff/volunteers going door-to-door and/or reaching out and providing information to people in the community at locations they frequent (i.e., grocery stores, laundromats, bus stops).

2) Public Events: Events that are organized by other entities where the public can attend and receive information about available services (i.e., health fairs, community festivals).

3) Contractor Events: Events organized by the contractor, typically on a much smaller scale than a Public Event (i.e., setting up a table at a location in the community where staff is available to provide information and referrals).

##### b. Engagement

1) Individual Intervention: Strategies or services rendered to a participant on a person-to-person level (i.e. education, case management, short-term therapy and life coaching to address individualized goals and objectives).

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2) Education/Skills Group: A meeting of two (2) or more participants which has a

1 focus of providing information and/or teaching a skill.

2 3) Support Group: A meeting/group, consisting of two (2) or more participants which  
 3 has a focus of providing an opportunity for the participants to interact/provide support for each other.

4 3. CONTRACTOR shall develop and distribute mental health materials, which may include  
 5 but not be limited to brochures, pamphlets, handouts, and fact sheets to individuals, groups and  
 6 organizations.

7 4. CONTRACTOR shall customize presentation topics to appeal to distinct audiences such as  
 8 children, youth, adults, older adults, persons with limited English proficiency, veterans, the deaf and  
 9 hard of hearing, and lesbian, gay, bisexual, transgender, intersex, and questioning persons. Presentation  
 10 topics shall at a minimum include: signs and symptoms of commonly diagnosed behavioral health  
 11 disorders including co-occurring disorders across a lifespan, common treatment strategies and  
 12 community resources, stress and anger management, stigma reduction and other relevant behavioral  
 13 health and wellness relevant topics.

14 5. CONTRACTOR shall offer ~~prevention and early intervention~~ PEI services to any Orange  
 15 County resident upon request and attainment of valid consents. These services shall include but not be  
 16 limited to:

17 a. Assessment of risk factors associated with the development of a behavioral health  
 18 condition or the presence of early signs of emotional, behavioral or mental instability, or co-occurring  
 19 disorders;

20 b. Identification of areas of strengths, support systems, and any other protective factors;

21 c. Development of a written individualized wellness plan comprised of participant-  
 22 centered goals, objectives, and specific strategies;

23 d. Case management including crisis management and coordination to monitor ongoing  
 24 progress toward set goals and objectives, and update the wellness plan as deemed appropriate;

25 ~~e. Referrals and linkages to needed resources;~~

26 e. Referrals and linkages to needed resources. A service is considered a referral when a  
 27 participant receives information or contacts for services or programs (health care, mental health, and/or  
 28 other support services) or an unsuccessful linkage attempt. A service will be considered a linkage when  
 29 a participant is connected to programs or services through a warm hand-off or follow-up to ensure the  
 30 connection was made.

31 f. Life coaching to assist participants with identification and achievement of  
 32 individualized goals and objectives;

33 g. Short-term individual counseling to participants, who exhibit early signs and symptoms  
 34 of emotional and behavioral issues that without intervention could develop into full-blown mental  
 35 disorders including co-occurring disorders as defined by DSM-IV published by the American  
 36 Psychiatric Association;

37 //

h. Educational or life skills classes addressing age-relevant topics, including but not limited to, parenting, transition from childhood to adulthood, conflict resolution, relationship building, job skills development, and navigating behavioral health systems.

i. Socialization or support groups facilitated by staff, volunteers, or participants for the purpose of reducing isolation and depression and promoting mutual support, socialization, and connectedness.

j. Transportation support using methods such as agency-owned and operated vans/vehicles, and bus passes or vouchers to assist participants in meeting goals and objectives as set forth in the individualized wellness plans.

6. CONTRACTOR shall incorporate applicable evidence based practices, promising practices, or community-defined evidence in development of curriculums and interventions for the purpose of meeting goals and objectives as set forth in the individualized wellness plan.

7. CONTRACTOR shall make every reasonable effort to accommodate participants' developmental, cultural and linguistic needs. In the event that such needs cannot be immediately met, CONTRACTOR shall seek assistance from other Outreach and Engagement Service providers, community resources or COUNTY. CONTRACTOR shall obtain participants' consent prior to linking or transferring participants to another service provider or community resources.

8. CONTRACTOR shall clearly establish written standards/guidelines on how inter- and intra-agency referrals will be managed. These standards/guidelines shall be approved by the ADMINISTRATOR prior to implementation.

9. CONTRACTOR shall actively collaborate, coordinate, and integrate preventive and early intervention services with other Outreach and Engagement service providers, the COUNTY, and community-based organizations to meet the needs of the participants and the community.

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C. UNITS OF SERVICE

1. CONTRACTOR shall achieve, track and record at a minimum, the following units of service on a monthly and annual basis ~~for each Period~~ as specified below:

UNITS OF SERVICES

ANNUAL CONTRACTED UNITS

OUTREACH

~~Individual contacts~~ Door-to-Door/Street Outreach

«OR\_CONTACT\_1»

Contacts

Public Events

«EVENTS\_1»

~~Other contacts (e.g. telephone, website, etc)~~

«OTHER\_1»

Contractor Events

~~Publicity campaign (e.g. billboards, PSA, bus ads)~~

«PUB\_1»

ENGAGEMENT

Individual Intervention

«IND\_INT\_1\_1»

Group Intervention

«GRP\_INT\_1\_1»

~~Education/Skills~~

«ED\_SKILL\_1»

~~Support~~

«SPPT\_1»

Referrals

«REFER\_1»

Linkages

«LINK\_1»

TOTAL NUMBER OF

«NEW\_ENG\_1»

NEW ENGAGED PARTICIPANTS (enrolled)

TOTAL NUMBER OF ACTIVE UNDUPLICATED

«ACT\_PART\_1»

PARTICIPANTS AT THE END OF THE MONTH

~~TOTAL NUMBER OF PARTICIPANTS THAT  
TRANSITIONED OUT YTD~~

~~TRANSPORTATION~~

«TRANS\_1»

~~VOLUNTEER CONTRIBUTION~~

«VOLNT\_1»

D. CONTRACTOR shall collect data including demographics such as age groups, race and ethnicity, and culture/community (e.g., veterans, deaf and hard of hearing; Lesbian, Gay, Bisexual, Transgender, ~~and~~ Questioning, and Intersex).

E. OUTCOME MEASURES

1. CONTRACTOR shall track and implement COUNTY approved Outcome measures across all services. Outcome measures shall measure program impact on individuals and system levels in respect of targeted populations. Outcomes to be measured shall include, but not limited to the following: increase in awareness of mental health issues; increase in knowledge about mental health issues; increase in knowledge about community resources available to help with behavioral health and co-occurring issues; improvement in developmental assets; improvement in quality of life; and service satisfaction.

2. CONTRACTOR shall be responsible for measuring and reporting outcome data on which priority populations are being reached, how the program is contributing to changes in the behavioral health system of care, participant improvements in quality of life, and referrals and linkages to other programs.

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3. CONTRACTOR will continuously track number and type of outreach events, number of participants reached, zip codes where participant contacts were made, preferred languages, transportation trips and home visits, referrals and linkages, and groups conducted. CONTRACTOR will also administer group knowledge surveys, and satisfaction surveys.

4. CONTRACTOR shall complete all surveys, tools, and pre/post-tests as requested by ~~HCA~~ ADMINISTRATOR for measurement of outcomes of services. These include, but are not limited to, Well Being 5, EQ5 Visual Analog Scale, Customized Satisfaction and Knowledge Survey, Customized Providers Satisfaction and Knowledge Survey, and ~~Pre/Post~~ pre/post-tests.

F. CONTRACTOR shall engage in ongoing communications with the other Outreach and Engagement Services providers, and agrees to make themselves available to meet at the request of the other Outreach and Engagement Services providers to discuss such items as program issues, referral processes, and joint outreach and community education efforts, and collaborate with other Outreach and Engagement Service providers in forming a coalition or workgroup to identify service gaps, maximize services, cross-training of staff, and promote program visibility through collaborative publicity campaign(s).

G. CONTRACTOR shall when applicable, actively engage and promote interested participants in becoming volunteers and provide them with necessary support and opportunities to apply knowledge and skills learned for the benefits of the participants and the community.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

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## V. STAFFING

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

		<u>FTEs</u>
ADMINISTRATION		
<del>Executive Director</del> <u>«EX_DIR_1»</u>		<u>«EX_DIR_1»</u>
<del>Vice President Programs and Operations</del> <u>«EX_DIR_1»</u>		<u>«VP_PO_1» «EX_DI</u>
		<u>R_1»</u>
<del>Director/Manager of Finance</del> <u>«EX_DIR_1»</u>		<u>«DIR_FIN_1» «EX</u>
		<u>DIR_1»</u>
<del>Manager, Human Resources</del> <u>«EX_DIR_1»</u>		<u>«M_HR_1» «EX DIR</u>
		<u>1»</u>
<del>Accountant</del> <u>«EX_DIR_1»</u>		<u>«ACCT_1» «EX DI</u>
		<u>R_1»</u>
<del>Bookkeeper</del> <u>«EX_DIR_1»</u>		<u>«BKKPR_1» «EX DI</u>
		<u>R_1»</u>
<del>Bookkeeping Assistant</del> <u>«EX_DIR_1»</u>		<u>«BK_ASSt_1» «EX</u>
		<u>DIR_1»</u>
<del>Administrative Assistant</del> <u>«EX_DIR_1»</u>		<u>«ADM_ASST_1» «E</u>
		<u>X DIR_1»</u>
<del>Receptionist</del> <u>«EX_DIR_1»</u>		<u>«RCPT_1» «EX DIR</u>
		<u>1»</u>
<del>ADMIN Subcontractor</del> <u>«EX_DIR_1»</u>		<u>«ADMIN SUBC_1»</u>
		<u>«EX DIR_1»</u>



## SUBTOTAL ADMINISTRATION

«ADM\_SUB\_11»

## PROGRAM

~~—Program Director~~ «PGM\_DIR\_1»

«PGM\_DIR\_1»

~~—Clinical Director~~ «PGM\_DIR\_1»

«CL\_DIR\_1»«PGM\_DIR\_1»

~~—Clinician~~ «PGM\_DIR\_1»

«CLINICIAN\_1»«PGM\_DIR\_1»

~~—Program Coordinator~~ «PGM\_DIR\_1»

«PGM\_COORD\_1»«PGM\_DIR\_1»

~~—Volunteer Coordinator~~ «PGM\_DIR\_1»

«VOL\_CRD\_1»«PGM\_DIR\_1»

~~—Volunteer Assistant~~ «PGM\_DIR\_1»

«VOL\_ASST\_1»«PGM\_DIR\_1»

~~—Director of Evaluation~~ «PGM\_DIR\_1»

«DIR\_EVAL\_1»«PGM\_DIR\_1»

~~—Evaluation Assistant~~ «PGM\_DIR\_1»

«EVAL\_ASST\_1»«PGM\_DIR\_1»

~~—Trainer~~ «PGM\_DIR\_1»

«TRAINER\_1»«PGM\_DIR\_1»

~~—Lead Outreach & Engagement Specialist~~

«LEAD\_OE\_SP\_1»«PGM\_DIR\_1»

«PGM\_DIR\_1»

~~—Outreach & Engagement Specialist/~~~~—Health Promoter/ Community Health Worker~~

«OR\_SPEC\_1»

~~—Communication Specialist~~

«COM\_SPEC\_1»

~~—Outreach & Engagement Specialist Volunteer~~

«OE\_SP\_VOL\_1»

~~—Administrative Support/Data Clerk/Clerical~~

«ADMIN\_SPPT\_1»

## SUBTOTAL PROGRAM

«PGM\_SUB\_11»

## SUBCONTRACTOR

«SUBC\_1»

## TOTAL FTEs

«TTL\_FTE\_1»

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

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

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

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

E. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of ~~this agreement~~ the Agreement.

EF. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained volunteers and/or interns. CONTRACTOR shall provide ongoing supervision to volunteers and/or interns consistent with the prevailing educational and practice standards or as specified by ADMINISTRATOR.

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

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.

## VI. REPORTS

A. PROGRAMMATIC ~~REPORTS~~— CONTRACTOR shall submit monthly ~~programmatic reports to ADMINISTRATOR no later than the twentieth (20th) calendar day of each month following the end of the month being reported.~~ Programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall include ~~a description of CONTRACTOR's progress in implementing the provisions of the Agreement~~ but not limited to, descriptions of any performance objectives, outcomes, and any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, units of service, and changes in population served and reasons for any such changes, as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly ~~scheduled~~ meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily ~~in achieving all the terms of the Agreement,~~ and if not, specify what steps are being taken to achieve satisfactory progress.

~~B. EXPENDITURE AND REVENUE REPORT— CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable~~

to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Any changes, modifications, or deviations to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following the end of the month being reported.

~~C. STAFFING REPORT~~ B. FISCAL

1. CONTRACTOR shall submit monthly Staffing Expenditure and Revenue Reports to ADMINISTRATOR. These reports ~~shall~~ will be on a form acceptable to, or provided by, ADMINISTRATOR and ~~shall, at a minimum, will~~ report ~~both the budgeted and actual salaries~~ costs and ~~FTEs of the positions stipulated~~ revenues for CONTRACTOR's program described in the Staffing Services Paragraph of this Exhibit A to the Agreement, ~~and shall~~. Such reports will also include ~~the employees' names, licensure status, and hire and/or termination date, and any other pertinent information~~ actual productivity as ~~may be required~~ defined by ADMINISTRATOR. Any changes, modifications, or deviations to any approved salary budgets/FTEs or actual salaries/FTEs exceeding approved amounts must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Staffing Report, or said cost deviations may be subject to disallowance. Such reports ~~shall~~ The reports will be received by ADMINISTRATOR no later than the twentieth (20th) ~~calendar~~ day following the end of the month being reported.

~~D. MONTHLY PROJECTION REPORT~~ CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.

2. CONTRACTOR shall submit ~~Monthly~~ monthly Year-End Projection Reports to ADMINISTRATOR. These reports ~~shall~~ will be on a form acceptable to, or provided by, ADMINISTRATOR; and ~~shall~~ will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports ~~shall~~ will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year, ~~and shall include a projection narrative justifying the year end projections. Such report shall~~. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure- and Revenue ~~Report, and Reports.~~

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall contain required information; and be ~~received~~ on a form acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later than ~~the twentieth (20th)~~ twenty (20) calendar ~~day~~ days following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.

~~E. OUTCOME MEASURES~~ On a monthly basis, CONTRACTOR shall report Outcome Measures as outlined in Subparagraph IV.G.

~~F~~ D. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall submit such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information requested ~~and allow twenty (20) calendar days for CONTRACTOR to respond.~~

~~G. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions or issues that adversely affect the quality or accessibility of participant related services provided by, or under contract with the COUNTY.~~

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~~H~~ E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Agreement.

## VII. RESPONSIBILITIES

A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all Program P&P as referenced in this Exhibit. ~~CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in individual staff personnel files.~~ A to the Agreement.

B. CONTRACTOR shall ensure that all staff, interns, and volunteers complete necessary training prior to performing duties associated with their titles and receive scheduled ongoing supervision and support as deemed appropriate. These trainings might include, but not limited to, components as specified in the Staffing Paragraph of this Exhibit A to the Agreement, legal mandates and ethical behavior; and any other training necessary to assist ~~the agency~~ ADMINISTRATOR and ~~County~~ COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.

C. CONTRACTOR shall ensure that CONTRACTOR’s program staff, pursuant to the Agreement, complete COUNTY’s Annual Compliance Training and attend trainings as requested by ADMINISTRATOR.

D. CONTRACTOR shall attend regular meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with ~~P&P~~ the Agreement, program services, and performance objectives and outcomes.

E. CONTRACTOR shall provide effective ~~Administrative~~ administrative management of the budget, staffing, recording, and reporting portion of the ~~agreement with the County of Orange, including but not limited to the following.~~ Agreement. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that ~~any~~ subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Effective administrative management shall include, but is not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to ~~this~~ program;

2. Maximize ~~the~~ use of ~~the~~ allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Agreement;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and ~~telephone~~ telephonic communication between key staff and the ~~Contract and Program Administrators~~ ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

F. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of participant-related services provided by, or under contract with, ~~the COUNTY as identified in the HCA's P&P.~~

G. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR under the terms of the 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.

H. CONTRACTOR shall not engage in, or permit any of its employees, subcontractors, or volunteers to conduct research activity on participants without obtaining prior written authorization from ADMINISTRATOR.

I. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with units of service standards ~~and~~ productivity, performance measures.

J. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

K. ADMINISTRATOR shall monitor CONTRACTOR's compliance with COUNTY P&P's.

L. CONTRACTOR and ADMINISTRATOR may mutually agree in writing, to modify the Responsibilities Paragraph of this Exhibit A to the Agreement.

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