

1 AGREEMENT FOR PROVISION OF
2 RECOVERY EDUCATION INSTITUTE ~~PROGRAM~~SERVICES

3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 PACIFIC CLINICS

7 JULY 1, ~~2012~~2013 THROUGH JUNE 30, ~~2013~~2014

8
9 THIS AGREEMENT entered into this 1st day of ~~JULY 2012~~July, 2013 which date is enumerated
10 for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 ~~Pacific Clinics~~PACIFIC CLINICS, a California (nonprofit corporation) (CONTRACTOR). This
12 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

13
14 **W I T N E S S E T H:**

15
16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
17 Recovery Education Institute ~~Program~~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

Maximum Obligation: \$~~817,000~~726,711

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: ~~Pacific Clinics~~ Sue Shearer, Senior Vice President
Pacific Clinics
800 ~~S.~~South Santa Anita Avenue
Arcadia, CA -91006

CONTRACTOR's Insurance Coverages:

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

Sshearer@pacificclinics.org

I. ~~ACRONYMS~~ ACRONYMS

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

- A. AA Associate of Arts
- ~~B. ABC Allied Behavioral Care~~
- ~~C. ADL Activities of Daily Living~~
- ~~D. AMHS Adult Mental Health Services~~
- ~~E. ARRA~~ American Recovery and Reinvestment Act
- ~~C. F. ASRS Alcohol and Drug Programs Reporting System~~
- ~~G. BBS Board of Behavioral Sciences~~
- ~~H. BHS Behavioral Health Services~~
- ~~I. CCC~~ California Civil Code
- ~~D. J. CCR~~ California Code of Regulations
- E. CEO County Executive Office
- ~~F. K. CFR~~ Code of Federal Regulations
- ~~G. L. CHPP~~ COUNTY HIPAA Policies and Procedures
- H. COI Certificate of Insurance
- ~~I. M. CHS~~ Correctional Health Services
- ~~N. CSW Clinical Social Worker~~
- ~~O. D/MC Drug/Medi-Cal~~
- ~~P. DCR Data Collection and Reporting~~
- ~~Q. DD Dual Disorders~~
- ~~R. DHCS~~ Department of Health Care Services
- ~~J. S. DPFS~~ Drug Program Fiscal Systems
- ~~T. DRS~~ Designated Record Set
- ~~K. FTE~~ U. DSH Direct Service Hours
- ~~V. DSM-IV Diagnostic and Statistical Manual of Mental Disorders 4th Edition~~
- ~~W. EHR Electronic Health Record~~
- ~~X. FAX Facsimile Machine~~
- ~~Y. FSP Full Service Partnership~~
- ~~Z. FTE Full-Time Equivalent~~
- L. GAAP Generally Accepted Accounting Principles
- ~~M. AA. HCA~~ Health Care Agency
- ~~N. AB. HHS Health and Human Services~~
- ~~AC. HIPAA~~ Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
- ~~AD. O. HSC~~ California Health and Safety Code

- 1 ~~P.~~ ~~AE.~~ ~~IRIS~~ ~~Integrated Records Information System~~
- 2 ~~AF.~~ ~~KET~~ ~~Key Events Tracking~~
- 3 ~~AG.~~ ~~LPT~~ ~~Licensed Psychiatric Technician~~
- 4 ~~AH.~~ ~~MFT~~ ~~Marriage and Family Therapist~~
- 5 ~~AI.~~ ~~MHP~~ ~~Mental Health Plan~~
- 6 ~~AJ.~~ ~~MHS~~ ~~Mental Health Specialist~~
- 7 ~~AK.~~ ~~MHSA~~ ~~Mental Health~~ ~~ISO~~ ~~Insurance Services Act~~
- 8 ~~AL.~~ ~~MIHS~~ ~~Medical and Institutional Health Services~~
- 9 ~~AM.~~ ~~MTP~~ ~~Master Treatment Plan~~
- 10 ~~AN.~~ ~~NOA A~~ ~~Notice of Action~~
- 11 ~~AO.~~ ~~NP~~ ~~Nurse Practitioner~~
- 12 ~~AP.~~ ~~NPI~~ ~~National Provider Identifier~~
- 13 ~~AQ.~~ ~~NPP~~ ~~Notice of Privacy Practices~~
- 14 ~~AR.~~ ~~OCJS~~ ~~Orange County Jail System~~
- 15 ~~AS.~~ ~~OCPD~~ ~~Orange County Probation Department~~
- 16 ~~AT.~~ ~~OCR~~ ~~Office for Civil Rights~~
- 17 ~~Q.~~ ~~AU.~~ ~~OCSD~~ ~~Orange County Sheriff's Department~~
- 18 ~~AV.~~ ~~OIG~~ ~~Office of Inspector General~~
- 19 ~~AW.~~ ~~R.~~ ~~OMB~~ ~~Office of Management and Budget~~
- 20 ~~AX.~~ ~~S.~~ ~~OPM~~ ~~Federal Office of Personnel Management~~
- 21 ~~AY.~~ ~~T.~~ ~~P&P~~ ~~Policies and Procedures~~
- 22 ~~AZ.~~ ~~PADSS~~ ~~Payment Application Data Security Standard~~
- 23 ~~BA.~~ ~~PAF~~ ~~Partnership Assessment Form~~
- 24 ~~BB.~~ ~~PBM~~ ~~Pharmaceutical Benefits Management~~
- 25 ~~BC.~~ ~~U.~~ ~~PC~~ ~~State of California Penal Code~~
- 26 ~~BD.~~ ~~PCI DSS~~ ~~Payment Card Industry Data Security Standard~~
- 27 ~~BE.~~ ~~V.~~ ~~PHI~~ ~~Protected Health Information~~
- 28 ~~BF.~~ ~~W.~~ ~~PII~~ ~~Personally Identifiable Information~~
- 29 ~~X.~~ ~~BG.~~ ~~PRA~~ ~~Public Record Act~~
- 30 ~~Y.~~ ~~BH~~ ~~PSC~~ ~~Personal Services Coordinator~~
- 31 ~~BI.~~ ~~QIC~~ ~~Quality Improvement Committee~~
- 32 ~~BJ.~~ ~~RN~~ ~~Registered Nurse~~
- 33 ~~BK.~~ ~~SSI~~ ~~Social Security Income~~
- 34 ~~BL.~~ ~~SSA~~ ~~Social Services Agency~~
- 35 ~~BM.~~ ~~TWE~~ ~~Temporary Work Employment~~
- 36 ~~BN.~~ ~~UMDAP~~ ~~Universal Method of Determining Ability to Pay~~
- 37 ~~BO.~~ ~~SIR~~ ~~Self-Insured Retention~~

Z. USC United States Code

AA. ~~BP~~ WIC State of California Welfare and Institutions Code

~~BQ~~ AB WRAP Wellness Recovery Action Plan

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II. ALTERATION OF TERMS

A. This Agreement, together with Exhibit(s) 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, ~~made by the parties, their officers, employees or agents~~ 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 HCA policies and procedures 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 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 and related policies and procedures.~~

~~3~~ 2. CONTRACTOR has the option to adhere to ~~ADMINISTRATOR's~~ HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program ~~has~~ 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.~~ subparagraphs below.

3. 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 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 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 CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

6. 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.

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

B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and procedures 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~~ Cal Suspended and Ineligible Provider List and/or any other as identified by the ADMINISTRATOR.

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

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

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

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

16 ~~23.~~ 23. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 17 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 18 Agreement.

19 ~~34.~~ 34. CONTRACTOR shall screen all current Covered Individuals and subcontractors
 20 semi-annually ~~(January and July)~~ to ensure that they have not become Ineligible Persons.
 21 CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are
 22 eligible to participate in all federal and State of California health programs and have not been excluded
 23 or debarred from participation in any federal or state health care programs, and to further represent to
 24 CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

25 ~~45.~~ 45. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
 26 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
 27 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered
 28 Individual providing services directly relative to this Agreement becomes debarred, excluded or
 29 otherwise becomes an Ineligible Person.

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31 ~~5.~~ 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from
 32 providing federal and state funded health care services by contract with COUNTY in the event that they
 33 are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing
 34 agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
 35 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
 36 business operations related to this Agreement.

37 ~~67.~~ 67. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or

1 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
2 Such individual or entity shall be immediately removed from participating in any activity associated
3 with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
4 CONTRACTOR for services provided by ineligible person or individual.

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

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

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

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

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

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

18 ~~D. D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for~~
19 ~~adherence by ADMINISTRATOR’s employees and contract providers.~~

20 ~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~
21 ~~ADMINISTRATOR’s Code of Conduct.~~

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

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

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

30 #

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

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

37 ~~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.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

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,

1 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
2 from the collaborative agency, for clients receiving services through the collaborative agreement.

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

11 VI. COST REPORT

12 A. CONTRACTOR shall submit a Cost Report to COUNTY; no later than sixty (60)
13 calendar days following ~~the~~ termination of this Agreement. CONTRACTOR shall prepare the
14 individual and/or consolidated Cost Report in accordance with all applicable federal, state and
15 ~~county~~ COUNTY requirements, ~~generally accepted accounting principles~~ GAAP and the Special
16 Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and
17 between programs, cost centers, services, and funding sources in accordance with such requirements and
18 consistent with prudent business practice, which costs and allocations shall be supported by source
19 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
20 reasonable notice. ~~In the event CONTRACTOR has multiple Agreements, for mental health services
21 that are administered by ADMINISTRATOR, consolidation of the individual Cost Reports into a single
22 consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall
23 submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval
24 by ADMINSTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.~~

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

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

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

36 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
37 individual and/or consolidated Cost Report setting forth good cause for justification of the request.

1 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be
2 unreasonably denied. ~~In no case shall extensions be granted for more than seven (7) calendar days.~~

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

8 B. The individual and/or consolidated Cost Report ~~prepared for each period~~ shall be the final
9 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
10 for final settlement to CONTRACTOR ~~for that period.~~ CONTRACTOR shall document that costs are
11 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The
12 individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if
13 any.

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

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

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35 E. If the individual ~~and/or consolidated~~ Cost Report ~~for each period~~ indicates the actual and
36 reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late
37 penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall

1 pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation
2 of COUNTY ~~for the period.~~

3 F. All individual and/or consolidated Cost Reports ~~for each period~~ shall contain the following
4 attestation, which may be typed directly on or attached to the Cost Report:

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

14
15 Signed _____
16 Name _____
17 Title _____
18 Date _____"

19
20 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

21 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
22 prior written consent of COUNTY; ~~provided, however, obligations undertaken by~~ CONTRACTOR
23 ~~pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are~~
24 ~~approved in advance, in writing by~~ shall provide written notification of CONTRACTOR's intent to
25 ~~delegate the obligations hereunder, either in whole or part, to~~ ADMINISTRATOR, ~~meet the~~
26 ~~requirements of this Agreement as they relate to the service or activity under subcontract, and include~~
27 ~~any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a~~
28 ~~subcontract upon five (5~~ not less than sixty (60) calendar days ~~written notice to CONTRACTOR if~~
29 ~~subcontract fails to meet the requirements of this Agreement~~ prior to the effective date of the delegation.
30 Any attempted assignment or ~~any provisions that ADMINISTRATOR has required. No subcontract~~
31 ~~shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.~~
32 ~~ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for~~
33 ~~subcontracts not approved in accordance with~~ delegation in derogation of this paragraph shall be void.

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37 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the

1 prior written consent of COUNTY. ~~For CONTRACTORS which are~~

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

9 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
10 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
11 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
12 change in fifty percent (50%) or more of Board of Directors of CONTRACTOR at one time shall be
13 deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in
14 derogation of this subparagraph shall be void.

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

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

24 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
25 means of subcontracts, provided such subcontracts are approved in advance, in writing by
26 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
27 under subcontract, and include any provisions that ADMINISTRATOR may require.

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

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

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

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

1 provided by consultants.

2 //

3 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

13
14 **IX. EQUIPMENT**

15 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
16 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
17 ~~Administrator~~ ADMINISTRATOR to assist in performing the services described in this Agreement.
18 “Relatively Permanent” is defined as having a useful life of one year or longer. Equipment which costs
19 \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined
20 as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales
21 taxes and other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment
22 includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The
23 cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
24 depreciated according to ~~generally accepted accounting principles~~ GAAP.

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

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

37 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part

1 with funds paid through this Agreement, including date of purchase, purchase price, serial number,
 2 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and
 3 shall include the original purchase date and price, useful life, and balance of depreciated Equipment
 4 cost, if any.

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

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

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

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

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

19 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
 20 Exhibit A to this Agreement. COUNTY shall compensate, and authorize, when applicable, said
 21 services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at
 22 least the minimum number and type of staff which meet applicable federal and state requirements, and
 23 which are necessary for the provision of the services hereunder.
 24

25 **XI. INDEMNIFICATION AND INSURANCE**

26 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 27 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 28 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
 29 (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature,
 30 including but not limited to personal injury or property damage, arising from or related to the services,
 31 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
 32 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 33 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 34 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
 35 a jury apportionment.
 36

37 **B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all**

1 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
 2 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
 3 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the
 4 entire term of this Agreement. In addition, all subcontractors performing work on behalf of
 5 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
 6 conditions as set forth herein for CONTRACTOR.

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

11 ~~D. —B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR~~
 12 ~~shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance~~
 13 ~~covering its operations as specified in the Referenced Contract Provisions of this Agreement.~~

14 If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
 15 Agreement, COUNTY may terminate this Agreement.

16 E. QUALIFIED INSURER

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

21 2. ~~C. All insurance~~ If the insurance carrier is not an admitted carrier in the state of
 22 California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management
 23 retains the right to approve or reject a carrier after a review of the company's performance and financial
 24 ratings.

25 F. The policy or policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the
 26 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	\$1,000,000 per occurrence
for owned, non-owned and hired vehicles	

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<u>Workers' Compensation, Employer's</u>	<u>Statutory</u>
<u>Employers' Liability and Insurance</u>	<u>\$1,000,000 per occurrence</u>
<u>Professional Liability Insurance</u>	<u>\$1,000,000 per claims made</u>
	<u>or per occurrence</u>
<u>Sexual Misconduct Liability</u>	<u>\$1,000,000 per occurrence</u>

G. REQUIRED COVERAGE FORMS

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

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

J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving

1 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
2 elected and appointed officials, officers, agents and employees.

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

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

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

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

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

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

22 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

26 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
27 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

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

30 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
31 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have
32 sole discretion to impose one or both of the following:

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

37 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late

1 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
2 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
3 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

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

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

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

11
12 **XII. INSPECTIONS AND AUDITS**

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

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

29 C. **AUDIT RESPONSE**

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

36 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
37 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said

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

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

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

13 **XIII. LICENSES AND LAWS**

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

22 //

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

- 27 ~~1. WIC, Divisions 5, 6 and 9.
 28 2. HSC, §§1250 et seq.
 29 3. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
 30 4. CCR, Title 9, Title 17, and Title 22.
 31 5. CFR, Title 42 and Title 45.
 32 6. USC Title 42.
 33 7. Federal Social Security Act, Title XVIII and Title XIX.
 34 8. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
 35 9. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
 36 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, A-122.~~

~~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 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. Policies and procedures set forth in Mental Health Services Act.

14. Policies and procedures 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 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. CONTRACTOR shall also clearly explain through these materials that there shall be no unlawful use of drugs or alcohol associated with the services provided pursuant to this Agreement, as specified in HSC, §11999.~~

~~C.~~ 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 policies and procedures 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

1 The Maximum ~~Obligations~~ Obligation of COUNTY for services provided in accordance with this
2 Agreement ~~are~~ as specified in the Referenced Contract Provisions of this Agreement.

4 **XVI. NONDISCRIMINATION**

5 **A. EMPLOYMENT**

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

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

21 3. CONTRACTOR shall not discriminate between employees with spouses and employees
22 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
23 the provision of benefits.

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

27 ~~25.~~ 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
28 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
29 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
30 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
31 Such ~~requirement~~ requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity~~
32 ~~employer."~~ term EOE.

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34 ~~3.~~ 6. Each labor union or representative of workers with which CONTRACTOR and/or
35 subcontractor has a collective bargaining agreement or other contract or understanding must post a
36 notice advising the labor union or workers' representative of the commitments under this
37 Nondiscrimination ~~paragraph~~ Paragraph and shall post copies of the notice in conspicuous places

1 available to employees and applicants for employment.

2 B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not
3 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
4 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
5 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
6 in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 -
7 §1688; Title VI of the Civil Rights Act of 1964
8 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4,
9 Chapter 6, Article 1 (§10800, et seq.) of the ~~CCR~~ California Code of Regulations, as applicable, and all
10 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state
11 law and regulations, as all may now exist or be hereafter amended or changed.

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

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

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

- 29 ~~a~~1. Whenever possible, problems shall be resolved informally and at the point of service.
30 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to
31 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
32 CONTRACTOR either orally or in writing.
- 33 ~~1)~~ a. COUNTY shall establish a formal resolution and grievance process in the event
34 informal processes do not yield a resolution.
- 35 ~~2)~~ b. Throughout the problem resolution and grievance process, client rights shall be
36 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be
37 informed of their right to access the Patients' Rights Office at any time.

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

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

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

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

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

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XVII. NOTICES

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

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

B. Termination Notices shall be addressed as specified 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.

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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.

XVIII. ~~NOTIFICATION OF PUBLIC EVENTS AND MEETINGS~~ NOTIFICATION OF 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 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. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, 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.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report 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 pursuant to this Agreement.

C. If there are any questions regarding the cause of death of any person served 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 this Notification of Death Paragraph.

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

1 clients or occur in the normal course of business.

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

6
7 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

25 //

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

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

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

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

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

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

F. 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 of unsecured PHI and/or PII.

G. CONTRACTOR may be required to pay any costs associated with a 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 of privacy and/or security of PII and/or PHI.

H. 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.

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

~~2. HSC §123145.~~

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

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

~~EJ.~~ 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.

~~DK.~~ 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.

~~EL.~~ 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.

~~FM.~~ 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.

~~GN.~~ 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.

~~HO.~~ 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.

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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~~.~~
- ~~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. Funding travel or training (excluding mileage or parking).~~
- ~~5. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.~~
- ~~6. Payment for grant writing, consultants, certified public accounting, or legal services.~~
- ~~7. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.~~
- ~~8. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.~~
- ~~9. Providing inpatient hospital services or purchasing major medical equipment.~~
- ~~10. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).~~
- ~~11. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's~~

1 clients.

2 **XXV. STATUS OF CONTRACTOR**

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

14
15 **XXVI. TERM**

16 A. The term of this Agreement shall commence and terminate as specified in the Referenced
17 Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this
18 Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would
19 normally extend beyond this term, including but not limited to, obligations with respect to
20 confidentiality, indemnification, audits, reporting and accounting.

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

27
28 **XXVII. TERMINATION**

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

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

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

- 37 1. The loss by CONTRACTOR of legal capacity.

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

14 D. CONTINGENT FUNDING

- 15 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- 16 a. The continued availability of federal, state and county funds for reimbursement of
- 17 COUNTY's expenditures, and
- 18 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
- 19 approved by the Board of Supervisors.
- 20 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
- 21 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
- 22 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
- 23 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

24 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
25 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
26 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
27 term of the Agreement.

28 #

29 F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of~~
30 ~~Termination~~ pursuant to Subparagraphs B., C. or D. above. CONTRACTOR shall do the following:

- 31 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 32 is consistent with recognized standards of quality care and prudent business practice.
- 33 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 34 performance during the remaining contract term.
- 35 3. ~~3~~ Until the date of termination, continue to provide the same level of service
- 36 required by this Agreement.

37 ~~Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client's~~

1 ~~best interests.~~

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

5 ~~5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner~~
6 ~~consistent with client's best interests.~~

7 ~~6.~~ 6. If records are to be transferred to COUNTY, pack and label such records in accordance with
8 directions provided by ADMINISTRATOR.

9 ~~7.~~ 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
10 supplies purchased with funds provided by COUNTY.

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

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

19
20 **XXVIII. THIRD PARTY BENEFICIARY**

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

24
25 **XXIX. WAIVER OF DEFAULT OR BREACH**

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

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

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4 **PACIFIC CLINICS**

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7 **PACIFIC CLINICS**

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9 BY: _____ DATED: _____

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11 TITLE: _____

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16 COUNTY OF ORANGE

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19 BY: _____ DATED: _____

20 HEALTH CARE AGENCY

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

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30 BY: _____ DATED: _____

31 DEPUTY

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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 ADMINISTRATOR.

EXHIBIT A

TO AGREEMENT ~~WITH~~ FOR PROVISION OF
RECOVERY EDUCATION INSTITUTE SERVICES

BETWEEN

COUNTY OF ORANGE

AND

PACIFIC CLINICS

~~PACIFIC CLINICS~~

JULY 1, ~~2012~~ 2013 THROUGH JUNE 30, ~~2013~~ 2014

I. ~~DEFINITIONS~~ DEFINITIONS

— The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout ~~this~~ the Agreement. 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. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into the COUNTY's IRIS and documentation that the Consumers are receiving services at a level and frequency and duration that is consistent with each Consumer's level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices. A~~

~~— B. ADL means diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.~~

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

~~— D. Benefits Specialist means a specialized position that would primarily be responsible for coordinating Consumer applications and appeals for State and Federal benefits.~~

~~— E. Data Collection System means software designed for collection, tracking and reporting outcomes data for Consumers enrolled in the FSP Programs.~~

~~— 1. 3 M's means the Quarterly Assessment Form that is completed for each Consumer every three months in the approved data collection system.~~

~~— 2. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Consumers' perspective which will improve understanding of Consumers' needs and desires towards furthering their recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.~~

~~3. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.~~

~~4. KET means the tracking of a Consumer's movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the Agency is reporting a change from previous Consumer status in certain categories. These categories include: residential status, employment status, education and benefits establishment.~~

~~5. PAF means the baseline assessment for each Consumer that must be completed and entered into data collection system within thirty (30) days of the Partnership date.~~

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

~~G. Certified Reviewer means an individual that obtains certification by completing all requirements set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet Modified for Contract Monitor / Contract Quality Assurance Staff.~~

~~H. Classroom Training means classroom training provided to Consumers/Family Members that should impact information, skills, and competencies required for the performance of a particular job, project, or task. Classroom Training should be a skill-building activity that teaches Consumers/Family Members and carries the expectation that the Consumers/Family Members will take direct, purposeful action by applying the skills developed.~~

~~I. Classroom Training Site means the physical location of the provided Classroom Training in relation to the Agreement.~~

C. College Credit Course means a college credit course leading to either employment or educational advancement toward a degree offered by a regionally accredited post-secondary educational institution.

~~D. J. Clerk means an individual that shall be responsible for, including, but not limited to, providing assistance in areas related to front office duties, outcome tracking and all other related revenue, outcome reporting and Agreement compliance issues of the Consumer Training Program in relation to the Agreement.~~

~~K. Client or Consumer means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for a person, over the age of eighteen (18), who is a currently receiving services under the Agreement, who is suffering from a chronic mental illness ADMINTRATOR's behavioral.~~

~~L. Clinical Director means an individual who meets the minimum requirements set forth in~~

~~Title 9, CCR, and has at least two (2) years of full-time professional experience working in a mental health setting~~system of care.

~~— M. CSW means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.~~

~~— N. E. Collaboration means a process of participation through which groups, agencies, coalitions, and/or task forces work together in a beneficial and well-defined relationship towards the service goals.~~

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~~F. Extended Education~~O. — College Credit Course —means a ~~college~~credit/no credit course leading to either employment ~~in the mental health system~~ or educational advancement toward a degree ~~in a mental health-related field offered~~ by a regionally accredited post-secondary educational institution.

~~— P. Diagnosis means the definition of the nature of the Consumer's disorder. When formulating the diagnosis of Consumer, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses shall be recorded on all IRIS documents, as appropriate~~G.

~~— Q. DSH means a measure in minutes that a clinician spends providing Consumer services. DSH credit is obtained for providing mental health, case management, medication support and a Crisis Intervention service to any Consumer open in the IRIS which includes both billable and non-billable services.~~

~~— R. Director of Consumer Training means an individual whose responsibilities include, but are not limited to, implementing and managing the day to day activities of the Consumer Training Program in relation to the Agreement.~~

~~— S. Employment Specialist means an individual whose responsibilities included, but are not limited to, providing pre-employment and placement planning, job placement, counseling, linkage, support and monitor Consumer progress of the Consumer Training Program in relation to the Agreement.~~

~~— T. Engagement means the process by which a trusting relationship between worker and Consumer(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Consumer(s) is the objective of a successful outreach.~~

~~— U. Enrollee means one (1) unduplicated Consumer or Family Member actively participating in the Classroom Training portion of the Consumer Training Program.~~

~~— V. Enrollment means the enrollment or placement of a Consumer or Family Member in the Consumer Training portion of the Consumer Training Program in relation to the Agreement.~~

~~— W. Extended Education Course means a credit/no-credit course leading to either employment in the mental health system or educational advancement toward a degree in a mental health-related field offered by a regionally accredited post-secondary educational institution.~~

~~X. Evaluation means systematic collection, analysis, and use of program information for monitoring, improving programs, assessing outcomesOutcomes, planning, and policy-making of the Consumer Training Program in relation to the Agreement.~~

~~YH. Family Member means immediate family members (Mother, Father, Brother, Sister, Son or Daughter)Family Member of Consumers.~~

~~Z. FSP~~

~~1. A FSP means a type of program described by the State in the requirements for the COUNTY plan for use of MHSA funds and which includes Consumers being a full partner in the development and implementation of their treatment plan. A FSP is an evidence-based and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be established including the Consumer, Psychiatrist, and PSC. Whenever possible, these multidisciplinary teams will include a mental health nurse, MFT, CSW, peer specialist, and Family Members. The ideal Consumer to staff ratio will be in the range of fifteen to twenty (15—20) to one (1), ensuring relationship building and intense service delivery. Services will include, but not be limited to, the following: Consumer.~~

- ~~a. Crisis management;~~
- ~~b. Housing Services;~~
- ~~c. Twenty four (24) hours per day, seven (7) days per week intensive case management;~~
- ~~d. Community-based Wraparound Recovery Services;~~
- ~~e. Vocational and Educational services;~~
- ~~f. Job Coaching/Developing;~~
- ~~g. Consumer employment;~~
- ~~h. Money management/Representative Payee support;~~
- ~~i. Flexible Fund account for immediate needs;~~
- ~~j. Transportation;~~
- ~~k. Illness education and self management;~~
- ~~l. Medication Support;~~
- ~~m. Dual Diagnosis Services;~~
- ~~n. Linkage to financial benefits/entitlements;~~
- ~~o. Family and Peer Support; and~~
- ~~p. Supportive socialization and meaningful community roles.~~

~~I 2. Consumer services are focused on recovery and harm reduction to encourage the highest level of Consumer empowerment and independence achievable. PSC's will meet with the consumer in their current community setting and will develop a supportive relationship with the individual served. Substance abuse treatment will be integrated into services and provided by the Consumer's team to individuals with a co-occurring disorder.~~

~~3. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including those who are dually diagnosed, in a partnership to achieve the individual's wellness and recovery goals.~~

1 ~~Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs~~
 2 ~~is to assist the consumer's progress through pre-determined quality of life outcome domains (housing,~~
 3 ~~decreased jail, decreased hospitalization, increased education involvement, increased employment~~
 4 ~~opportunities and retention, linkage to medical providers, etc.) and become more independent and self-~~
 5 ~~sufficient as consumers move through the continuum of recovery and evidence by progressing to lower~~
 6 ~~level of care or out of the "intensive case management need" category.~~

7 ~~—AA. Housing Specialist means a specialized position dedicated to developing the full array of~~
 8 ~~housing options for their program and monitoring their suitability for the population served in~~
 9 ~~accordance with the minimal housing standards policy set by the COUNTY for their program. This~~

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11 ~~individual is also responsible for assisting Consumers with applications to low income housing, housing~~
 12 ~~subsidies, senior housing, etc.~~

13 ~~—AB. Individual Services and Support Funds — Flexible Funds means funds intended for use to~~
 14 ~~provide Consumers and/or their families with immediate assistance, as deemed necessary, for the~~
 15 ~~treatment of their mental illness and their overall quality of life. Flexible Funds are generally~~
 16 ~~categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous~~
 17 ~~expenditures that are individualized and appropriate to support Consumer's mental health treatment~~
 18 ~~activities.~~

19 ~~—AC. Intake means the initial meeting between a Consumer and CONTRACTOR's staff and includes~~
 20 ~~an evaluation to determine if the Consumer meets program criteria and is willing to seek services.~~

21 ~~—AD. IRIS means a collection of applications and databases that serve the needs of programs within~~
 22 ~~the COUNTY HCA and includes functionality such as registration and scheduling, laboratory~~
 23 ~~information system, billing and reporting capabilities, compliance with regulatory requirements,~~
 24 ~~electronic medical records and other relevant applications.~~

25 ~~—AE. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing~~
 26 ~~employment opportunities for the Consumers and matching the job to the Consumer's strengths,~~
 27 ~~abilities, desires, and goals. This position will also integrate knowledge about career development and~~
 28 ~~job preparation to ensure successful job retention and satisfaction of both employer and employee.~~

29 ~~—AF. MFT means an individual who meets the minimum professional and licensure requirements set~~
 30 ~~forth in Title 9, CCR, Section 625.~~

31 ~~—AG. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity~~
 32 ~~for Medi-Cal reimbursed Specialty MHS that includes Diagnosis, Impairment Criteria and Intervention~~
 33 ~~Related Criteria~~

34 ~~—AH. Mental Health Field means a business or service providing mental health outreach,~~
 35 ~~assessment or treatment services to mental health Consumers, or providing housing, educational,~~
 36 ~~counseling, employment, recreational or social services to mental health Consumers.~~

37 ~~—AI. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree and~~

~~four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment and/or vocational adjustment.~~

~~— AJ. MHS means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include ///~~

~~J:~~

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

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

~~3. Co-Occurring see DD Integrated Treatment Model.~~

~~4. Crisis Intervention means a service, lasting less than twenty four (24) hours, to or on behalf of a Consumer for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.~~

~~5. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.~~

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

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

~~8. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is~~

1 ~~present.~~

2 ~~—AK. MHSA means the law that provides funding for expanded community mental health services.~~
 3 ~~It is also known as “Proposition 63.”~~

4 ~~—AL. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental~~
 5 ~~health field or has a high school diploma and two (2) years of experience delivering services in a mental~~
 6 ~~health field.~~

7 ~~—AM. NPI means the standard unique health identifier that was adopted by the Secretary of HHS under~~
 8 ~~HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and~~
 9 ~~organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions.~~

10 ~~—AN. NOA A means a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to~~
 11 ~~any specialty mental health service. The COUNTY has expanded the requirement for an NOA A to all~~
 12 ~~individuals requesting an assessment for services and found not to meet the medical necessity criteria for~~
 13 ~~specialty mental health services.~~

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

16 ~~—AP K. Outcome means measurable change that occurs as a result of a project's overall~~
 17 ~~performance in implementing its services. Outcomes are often separated out as to their expected effect~~
 18 ~~along a time continuum, as immediate, intermediate and long-term ~~outcomes~~ Outcomes.~~

19 ~~—AQ. Outreach means the outreach to potential Consumers to link them to appropriate mental health~~
 20 ~~services and may include activities that involve educating the community about the services offered and~~
 21 ~~requirements for participation in the programs. Such activities should result in the CONTRACTOR~~
 22 ~~developing their own Consumer referral sources for the programs they offer.~~

23 ~~—AR. Peer Recovery Specialist/Counselor means an individual who has been through the same or~~
 24 ~~similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid~~
 25 ~~for this function by the program. A peer recovery specialist practice is informed by his/her own~~
 26 ~~experience.~~

27 ~~—AS. PSC means an individual who will be part of a multi-disciplinary team that will provide~~
 28 ~~community based mental health services to adults that are struggling with persistent and severe mental~~
 29 ~~illness as well as homelessness. The PSC is responsible for clinical care and case management of~~
 30 ~~assigned Consumer and families in a community, home, or program setting. This includes assisting~~
 31 ~~Consumers with mental health, housing, vocational and educational needs. The position is also~~
 32 ~~responsible for administrative and clinical documentation as well as participating in trainings and team~~
 33 ~~meetings. The PSC will be active in supporting and implementing a FSP's philosophy and its~~
 34 ~~individualized, strength-based, culturally/linguistically competent and Consumer-centered approach.~~

35 ~~—AT. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits~~
 36 ~~that are given to BHS and MIHS Consumers that qualify for medication benefits.~~

37 ~~—AU. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in~~

1 ~~Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern~~
 2 ~~or Psychological Assistant, acquiring hours for licensing and waived in accordance with~~
 3 ~~W&IC section 575.2. The waiver may not exceed five (5) years.~~

4 ~~—AV. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social~~
 5 ~~Work or MFT and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for~~
 6 ~~licensing. An individual's registration is subject to regulations adopted by the BBS.~~

7 ~~—AW L. Pre-Vocational Course means a credit/no credit course with classes meeting two-three~~
 8 ~~hours, twice per week. Pre-vocational courses may include but not be limited to topics such as~~
 9 ~~interviewing and resume writing; study skills; developing computer literacy; recovery coaching;~~
 10 ~~communication skills in counseling; English language training for multicultural Consumers/Family~~
 11 ~~Members with limited English proficiency; and introduction to employee support.~~

12 ~~—AX. Program Director means an individual who has complete responsibility for the day to day~~
 13 ~~function of the program. The Program Director is the highest level of decision making at a local,~~
 14 ~~program level.~~

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

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

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

28 ~~—BB. Psychiatrist means an individual who meets the minimum professional and licensure~~
 29 ~~requirements set forth in Title 9, CCR, Section 623.~~

30 ~~—BC. Psychologist means an individual who meets the minimum professional and licensure~~
 31 ~~requirements set forth in Title 9, CCR, Section 624.~~

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

36 ~~—BE. Recovery is "a process of change through which individuals improve their health and wellness,~~
 37 ~~live a self-directed life, and strive to reach their full potential," and identifies four major dimensions to~~

1 support recovery in life:

2 ~~“1. Health: Overcoming or managing one’s disease(s) as well as living in a physically and~~
3 ~~emotionally healthy way;~~

4 ~~2. Home: A stable and safe place to live;~~

5 ~~M 3. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family~~
6 ~~caretaking, or creative endeavors, and the independence, income, and resources to participate in society;~~
7 ~~and~~

8 ~~4. Community: Relationships and social networks that provide support, friendship, love,~~
9 ~~and hope.”~~

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12 ~~—BF. Referral means providing the effective linkage of a Consumer to another service, when~~
13 ~~indicated; with follow up to be provided within five (5) working days to assure that the Consumer has~~
14 ~~made contact with the referred service.~~

15 ~~—BG. Token means the security device which allows an individual user to access the computer based~~
16 ~~IRIS.~~

17 ~~—BH. UMDAP means Universal Method of Determining Ability to Pay (set by the State of~~
18 ~~California).~~

19 ~~—BI. Vocational/Educational Specialist means a person who provides services that range from pre-~~
20 ~~vocational groups, trainings and supports to obtain employment out in the community based on the~~
21 ~~consumers’ level of need and desired support. The Vocational/Educational Specialist will provide “one~~
22 ~~on one” vocational counseling and support to consumers to ensure that their needs and goals are being~~
23 ~~met. The overall focus of Vocational/Educational Specialist is to empower Consumers and provide~~
24 ~~them with the knowledge and resources to achieve the highest level of vocational functioning possible.~~

25 ~~—BJ. Workshop Course means an eight to ten (8-10) week credit/no credit course with classes~~
26 ~~meeting two three hours, one two times per week. Workshop courses which may include, but not be~~
27 ~~limited to, topics such as illness management; medication knowledge and management; personal~~
28 ~~financial management; household management; and discovering your interests.~~

29 ~~BKN. WRAP is a consumer Consumer self-help technique for monitoring and responding to~~
30 ~~symptoms to achieve the highest possible levels of wellness, stability, and quality of life.~~

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II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes.

	<u>TOTAL BUDGET</u>
ADMINISTRATIVE COST	
Indirect Costs	\$106,567
	<u>94,791</u>
TOTAL ADMINISTRATIVE COST	\$106,567
	<u>94,791</u>
PROGRAM COSTS	
Salaries	\$396,402
	<u>427,538</u>
Benefits	110,993
	<u>119,703</u>
Services and Supplies	151,038
	<u>32,679</u>
Subcontractors	<u>52,000</u>
TOTAL PROGRAM COST	\$710,433
	<u>631,920</u>

1	TOTAL GROSS COSTS	\$ 817,000 726,
2		<u>711</u>
3		
4	REVENUE	
5	MHSA	\$ 817,000 726,
6		<u>711</u>
7	TOTAL REVENUE	\$ 817,000 726,
8		<u>711</u>
9		
10	TOTAL MAXIMUM OBLIGATION	\$ 817,000 726,
11		<u>711</u>

13 B. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds
14 between budgeted line items within a program, for the purpose of meeting specific program needs or for
15 providing continuity of care to its Consumers, by utilizing a Budget/Staffing Modification Request form
16 provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing
17 Modification Request to ADMINISTRATOR for consideration, in advance, which will include a
18 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and
19 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future
20 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification
21 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of
22 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing
23 Modification Request(s) may result in disallowance of those costs.

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

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

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III. PAYMENTS

1 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
2 \$~~68,084~~60,560 per month. All payments are interim payments only, and subject to Final Settlement in
3 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be
4 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such
5 payments does not exceed Maximum Obligation, as specified in the Referenced Contract Provisions of
6 the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to federal, state
7 and COUNTY regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any
8 month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

IV. ~~SERVICES~~SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain one (1) facility at the following location or any other location approved, in advanced and in writing, by ADMINISTRATOR:

401 S. Tustin Street, Bldg. A & B
Orange, CA ~~92868~~92866

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

a. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule unless otherwise approved in advance and in writing by ADMINISTRATOR.

b. CONTRATOR shall ensure that the all college credit courses are offered by a regionally accredited post-secondary educational institution.

B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide services to adult Consumers who are currently receiving services with ADMINISTRATOR’s ~~Behavioral Health~~behavioral health system of care and their ~~family members~~Family Members over the age of eighteen (18).

C. SERVICES TO BE PROVIDED

1. CONTRACTOR shall develop course curriculums that are mutually agreed upon and approved by ADMINISTRATOR.

2. CONTRACTOR shall provide a Recovery Education Institute Program that consists of five basic components; Workshop Courses, Pre-~~vocational~~Vocational Courses, College Credit Courses, Extended Education Courses, and Student Advisement.

3. CONTRACTOR shall identify and assess potential Consumers identified as the target population unless written exception is granted by the ADMINISTRATOR.

4. CONTARCTOR shall identify underserved Consumers displaying behaviors or a history indicative of Serious Mental Illness, as defined by the California WIC 5600.3; or self-identified individuals with a Serious Mental Illness and their families who require training and other mental health services.

5. CONTRACTOR shall develop a recruitment process for recruiting students who are Consumers and/or Family Members of Consumers within the public mental health system.

6. CONTRACTOR shall provide structured educational methods within a yearly academic schedule to enable approximately four hundred (400) Consumers and ~~family members~~Family Members to learn how to recover, work, and build social supports.

7. CONTRACTOR shall offer a variety of certificated programs, such as computer literacy,

1 Recovery coaching, and interviewing skills, that would be helpful in seeking work in the mental health
2 system, as well as providing a pathway to entering an AA degree program.

3 8. CONTRACTOR shall establish a collaborative partnership with a community college to
4 provide the full range of courses needed to prepare a student to enter an AA degree program.

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

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

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28 **V. ~~STAFFING~~ STAFFING**

29 A. CONTRACTOR shall, at minimum, provide the following staffing, expressed in
30 FTEs, continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of
31 forty (40) hours per week:

PROGRAM	FTEs
<u>Division Director</u>	<u>0.05</u>
— Workforce Training	0.1130
Coord <u>Coordinator</u>	<u>1</u>
— Education Director	1.000

1	Assistant Education Director	1.000	
2	Faculty Instructor	0.750	
3	Administrative Assistant	1.000	
4		0	
5	<u>Receptionist</u>		1.00
6	<u>Education Training Director</u>		1.00
7	Academic Advisor	2.550	3.
8		00	
9	Success Coach	2.000	3.
10		00	
11	<u>Faculty Advisor/Instructor</u>		1.00
12	Subcontractor	0.500	5
13		0	
14	TOTAL FTEs	8.913	1
15		0.56	

B. WORKLOAD STANDARDS

1. CONTRACTOR shall provide a minimum of fifteen (15) ~~workshop classes/courses~~ Workshop Courses per part-time (0.50) FTE Instructor for a minimum of sixty (60) ~~workshop courses~~ Workshop Courses.

2. CONTRACTOR shall provide a minimum of ten (10) ~~pre-vocational courses~~ Pre-Vocational Courses per part-time (0.50) FTE Instructor for a minimum of forty (40) ~~pre-vocational~~ Pre-Vocational courses.

3. CONTRACTOR shall provide a minimum of eight (8) ~~college credit courses~~ College Credit Courses per part-time (0.50) FTE College Credit approved Instructor for a minimum of fifteen (15) ~~college credit courses~~ College Credit Courses.

4. CONTRACTOR shall provide a minimum of eight (8) ~~extended education courses~~ Extended Education Courses per part-time (0.50) FTE Extended Education approved Instructor for a minimum of fifteen (15) ~~extended education courses~~ Extended Education Courses.

5. CONTRACTOR shall include culturally and linguistically appropriate services to meet the needs of threshold languages as determined by ~~COUNTY~~ ADMINISTRATOR. Bilingual/bicultural staff will be retained. Salary savings resulting from vacant positions may not be used to cover costs other than salaries and employee benefits unless otherwise authorized in advance and in writing, by ADMINISTRATOR.

6. CONTRACTOR shall recruit, hire, train and maintain staff who are ~~consumers~~ Consumers, former ~~consumers~~ Consumers or ~~family members~~ Family Members and who are qualified for the position(s) sought. CONTRACTOR shall maintain documentation which shall include, but not be

1 limited to, the following: records attesting to efforts made in recruitment and hiring practices, and
2 identification of measures taken to enhance accessibility for potential staff in these categories.

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5 7. CONTRACTOR may augment the above paid staff with volunteers or student interns upon
6 written approval of ADMINISTRATOR. CONTRACTOR shall meet minimum requirements for
7 supervision of each student intern as required by the state Licensing Board and/or school program
8 descriptions or work contracts.

9 8. CONTRACTOR shall maintain personnel files for each staff person, which shall include,
10 but not be limited to, an application for employment, qualifications for the position, results of
11 background checks, applicable licenses, waivers, registrations, documentation of bicultural/bilingual
12 capabilities, status as a Consumer, former Consumer or ~~family member~~ Family Member, pay rate,
13 training, and evaluations justifying pay increases.

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

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

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19 **VI. ~~REPORTS~~ REPORTS**

20 A. CONTRACTOR shall maintain records and make statistical reports as required by
21 ADMINISTRATOR ~~and the DHCS on forms provided by either agency.~~

22 **B. FISCAL**

23 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
24 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
25 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost
26 center(s) described in the Services Paragraph of this Exhibit A to the Agreement. Such reports shall
27 include number of Consumers by program. The reports shall be received by ADMINISTRATOR no
28 later than twenty (20) calendar days following the end of the month reported.

29 2. CONTRACTOR shall submit monthly Year-End Expenditure and Revenue Projection
30 Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
31 ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for
32 CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to
33 the Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated
34 monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports shall be submitted
35 in conjunction with the monthly Expenditure and Revenue Reports.

36 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
37 These reports shall contain required information, and be on a form acceptable to, or provided by,

ADMINISTRATOR, and CONTRACTOR shall, ~~at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement, and shall include the employees' names, monthly salary, and hire and/or termination date, and any other pertinent information as required by ADMINISTRATOR.~~ The submit these reports shall ~~be~~ #
~~received by ADMINISTRATOR~~ no later than twenty (20) calendar 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. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall include a description of CONTRACTOR's progress in implementing the provisions of the Agreement. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement.

E. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make 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 thirty (30) calendar days for CONTRACTOR to respond.

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

VII. RESPONSIBILITIES ~~RESPONSIBILITIES~~

~~A. Responsibilities are in part, but not inclusive of the Agreement and are intended to be in addition to or complementary to other sections of the Agreement.~~

~~A. CONTRACTOR shall develop a Program P&P Manual that is mutually agreed upon and approved by ADMINSTRATOR.~~

~~B. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of the P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and be placed in their personnel files.~~

~~C. CONTRACTOR shall ensure that all staff completes the COUNTY's New Hire Training, Annual Provider Training and Annual Compliance Training.~~

~~D. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.~~

B. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training.
CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training.

~~E. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,~~

~~with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.~~

~~F~~ C. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in Subparagraph C. of the Compliance Paragraph of the Agreement.

D. CONTRACTOR shall provide effective ~~Administrative~~ administrative management of the budget, staffing, recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, ~~the Contractor~~ CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are 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 communication between CONTRACTOR and ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

~~G~~

E. CONTRACTOR shall attend monthly ~~COUNTY staff~~ meetings with ADMINISTRATOR to discuss contractual and other issues that include, but are not limited to compliance with P&Ps, statistics, and training services.

~~H~~ F. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who are served by CONTRACTOR under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

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

H. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY, and

1 shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the
 2 quality or accessibility of Consumer-related services provided by, or under contract with COUNTY, as
 3 set forth in Subparagraph C. of the Notices Paragraph of the Agreement.

4 I. PERFORMANCE OUTCOMES

5 1. CONTRACTOR shall complete ~~performance outcome~~ Performance Outcome measures
 6 as required by State and/or COUNTY. The expected ~~outcomes~~ Outcomes are to provide a quantifiable
 7 and repeatable measure to assess overall program effectiveness. The CONTRACTOR will cooperate in
 8 data collection in order to develop baseline figures for future ~~evaluation~~ Evaluation and report
 9 performance in terms of ~~consumer~~ Consumer satisfaction and quality of services.

10 2. COUNTY shall develop and provide CONTRACTOR with ~~performance~~
 11 ~~outcome~~ Performance Outcome measure guidelines for the purpose of evaluating the impact or
 12 contribution of CONTRACTOR's services on the well-being of the COUNTY residents being served
 13 under the terms of the Agreement.

14 3. CONTRACTOR shall at a minimum track and monitor:

- 15 a. Number of classes of each type (~~workshop, prevocational and college~~
 16 ~~credit~~ Workshop, Pre-Vocational and College Credit) provided;
- 17 b. Number of students enrolled;
- 18 c. Number of students completing each type of class;
- 19 d. Number of academic counseling contacts;
- 20 e. Number of students receiving academic counseling;
- 21 f. Number of students who enter an educational program in a mental health related
 22 field; and
- 23 g. Number of students who obtain employment in the mental health field.

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25 J. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance
 26 in meeting the terms of the Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of
 27 any issue(s) or concern(s) related to the provision of services pursuant to the Agreement, and request a
 28 plan of corrective action, which may include, but are not be limited to, adjusting the CONTRACTOR's
 29 Performance Outcomes. CONTRACTOR shall submit a written plan of corrective action for approval
 30 within thirty (30) calendar days of request by ADMINISTRATOR, or as directed by
 31 ADMINISTRATOR.

32 ~~— K. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to~~
 33 ~~ensure compliance with workload standards and productivity.~~

34 ~~— L. ADMINISTRATOR shall review participants records to assist CONTRACTOR in ensuring~~
 35 ~~compliance with ADMINISTRATOR P&Ps.~~

36 ~~— M. ADMINISTRATOR shall review and approve all admissions and dismissals from the program.~~

37 ~~— N. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.~~

1 ~~O. ADMINISTRATOR shall provide a written copy of all assessments completed on participants~~
2 ~~referred for admission.~~

3 ~~P~~ K. CONTRACTOR shall maintain a student database to track student demographics for
4 coordination and reporting purposes.

5 ~~Q~~ L. CONTRACTOR shall maintain secure files which contain all student information.

6 ~~R~~ M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
7 Responsibilities Paragraph of this Exhibit to the Agreement.

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