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REFERENCED CONTRACT PROVISIONS

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

Maximum Obligation: \$1,353,350

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: South Coast Children’s Society, Inc.,
dba South Coast Community Services
3611 South Harbor Boulevard, Suite 100
Santa Ana, CA -92704

~~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 |

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. ADAS~~ ~~Alcohol and Drug Abuse Services~~
- ~~B. ARRA~~ ~~American Recovery and Reinvestment Act~~
- ~~B. ADAS~~ ~~Alcohol and Drug Abuse Services~~
- ~~C. ASRS~~ ~~Alcohol and Drug Programs Reporting System~~
- ~~D. BBS~~ ~~Board of Behavioral Sciences~~
- ~~D. E. BHS~~ ~~Behavioral Health Services~~
- ~~F. CalOPTIMA~~ ~~California Orange Prevention and Treatment Integrated Medical Assistance Plan~~
- ~~G. CAT~~ ~~Centralized Assessment Team~~
- ~~H. CCC~~ ~~California Civil Code~~
- ~~E. I. CCR~~ ~~California Code of Regulations~~
- ~~F. CEO~~ ~~County Executive Office~~
- ~~G. J. CFDA~~ ~~Catalog of Federal Domestic Assistance~~
- ~~K. CFR~~ ~~Code of Federal Regulations~~
- ~~H. L. CHPP~~ ~~County COUNTY HIPAA Policies and Procedures~~
- ~~I. M. CHS~~ ~~Correctional Health Services~~
- ~~N. CRS~~ ~~Crisis Residential Services~~
- ~~J. COI~~ ~~Certificate of Insurance~~
- ~~K. O. CSW~~ ~~Clinical Social Worker~~
- ~~P. D/MC~~ ~~Drug/Medi-Cal~~
- ~~Q. DCR~~ ~~Data Collection and Reporting~~
- ~~R. DD~~ ~~Dual Disorders~~ Diagnosis
- ~~L. S. DHCS~~ ~~Department of Health Care Services~~
- ~~M. T. DPFS~~ ~~Drug Program Fiscal Systems~~
- ~~U. DRS~~ ~~Designated Record Set~~
- ~~N. V. DSH~~ ~~Direct Service Hours~~
- ~~O. W. DSM~~ ~~Diagnostic and Statistical Manual of Mental Disorders~~
- ~~X. EHR~~ ~~Electronic Health Record~~
- ~~Y. EPSDT~~ ~~Early and~~ Periodic Screening, Diagnosis, and Treatment
- ~~P. Z. FRC~~ ~~Family Resource Center~~
- ~~AA. FSP~~ ~~Full Service Partnership~~
- ~~Q. AB. FSW~~ ~~Full Service Wraparound~~
- ~~AC. FTE~~ ~~Full Time Equivalent~~
- ~~AD. GAAP~~ ~~Generally Accepted Accounting Principles~~

| | | | | | |
|----|----------------|----------------|--------------------|--|---|
| 1 | R. | AE. | HCA | | Health Care Agency |
| 2 | S. | AF. | HHS | | Health and Human Services |
| 3 | T. | AG. | HIPAA | | Health Insurance Portability and Accountability Act of |
| 4 | | | 1996. | | |
| 5 | | | | | Public Law 104-191 |
| 6 | U. | AH. | HSC | | California Health and Safety Code |
| 7 | V. | AI. | IRIS | | Integrated Records and Information System |
| 8 | W. | | ISO | | Insurance Services Office |
| 9 | X. | AJ. | KET | | Key Events Tracking |
| 10 | AK. | | LCSW | | Licensed Clinical Social Worker |
| 11 | AL. | | LPC | | Licensed Professional Clinical Counselor |
| 12 | Y. | AM. | LPT | | Licensed Psychiatric Technician |
| 13 | Z. | AN. | LVN | | Licensed Vocational Nurse |
| 14 | AA. | AO. | MFT | | Marriage and Family Therapist |
| 15 | AB. | AP. | MHP | | Mental Health Plan |
| 16 | AC. | AQ. | MHSA | | Mental Health Services Act |
| 17 | AD. | AR. | MIHS | | Medical and Institutional Health Services |
| 18 | AS. | | MTP | | Master Treatment Plan |
| 19 | AT. | | NOA-A | | Notice of Action |
| 20 | AE. | AU. | NP | | Nurse Practitioner |
| 21 | AV. | | NPI | | National Provider Identifier |
| 22 | AF. | AW. | NPP | | Notice of Privacy Practices |
| 23 | AG. | AX. | OCJS | | Orange County Jail System |
| 24 | AY. | | OCPD | | Orange County Probation Department |
| 25 | AZ. | | OCR | | Office for Civil Rights |
| 26 | BA. | | OCSD | | Orange County Sheriff's Department |
| 27 | BB. | | OIG | | Office of Inspector General |
| 28 | BC. | | OMB | | Office of Management and Budget |
| 29 | BD. | AH. | OPM | | Federal Office of Personnel Management |
| 30 | BE. | AI. | P&P | | Policy and Procedure |
| 31 | BF. | | PADSS | | Payment Application Data Security Standard |
| 32 | BG. | | PAF | | Partnership Assessment Form |
| 33 | BH. | | PBM | | Pharmaceutical Benefits Management |
| 34 | BI. | AJ. | PC | | State of California Penal Code |
| 35 | BJ. | | PCI DSS | | Payment Card Industry Data Security Standard |
| 36 | BK. | AK. | PCC | | Professional Clinical Counseling |
| 37 | AL. | | PHI | | Protected Health Information |

- 1 ~~BL.~~ AM. PII Personally Identifiable Information
- 2 ~~BM.~~ POC ~~Plan of Care~~
- 3 ~~BN.~~ AN. PRA Public Record Act
- 4 ~~BO.~~ PSC ~~Personal Services Coordinator~~
- 5 ~~BP.~~ AO. QIC Quality Improvement Committee
- 6 ~~BQ.~~ RCL ~~Rate Classification Level~~
- 7 ~~BR.~~ AP. RN Registered Nurse
- 8 ~~BS.~~ SAMSHA ~~Substance Abuse and Mental Health Services Administration~~
- 9 ~~BT.~~ SED ~~Severely Emotionally Disturbed~~
- 10 ~~BU.~~ AQ. SIR Self-Insured Retention
- 11 AR. SMI ~~Severely Mentally Ill~~ Serious Mental Illness
- 12 ~~BV.~~ AS. SRS Social Rehabilitation Services
- 13 ~~BW.~~ SSA ~~Social Services Agency~~
- 14 ~~BX.~~ SSI ~~Social Security Income~~
- 15 ~~BY.~~ AT. TAY Transitional Age Youth
- 16 ~~BZ.~~ AU. TBS Therapeutic Behavioral Services
- 17 ~~CA.~~ AV. UMDAP ~~Universal~~ Uniform Method of Determining Ability to
- 18 Pay
- 19 ~~CB.~~ AW. USC United States Code
- 20 AX. ~~CC.~~ WIC State of California Welfare and Institutions Code
- 21 ~~CD.~~ WRAP ~~Wellness Recovery Action Plan~~
- 22 ~~CE.~~ XML ~~Extensible Markup Language~~

II. ALTERATION OF TERMS

A. This Agreement, together with Exhibit A, attached hereto and incorporated herein ~~by reference,~~ fully expresses ~~all the complete~~ understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these purposes. No~~

B. Unless otherwise expressly stated in this Agreement, ~~no~~ addition to, or alteration of, the terms of this Agreement ~~or any Exhibits,~~ whether written or verbal, ~~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

1 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
2 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
3 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
4 said persons, shall be immediately given to COUNTY.

5 //

6 //

7 **IV. COMPLIANCE**

8 A. ~~COMPLIANCE PROGRAM~~—ADMINISTRATOR has established a Compliance Program for
9 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
10 programs.

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

14 2. CONTRACTOR has the option to adhere to HCA’s Compliance Program and Code of
15 Conduct or establish its own, provided CONTRACTOR’s Compliance Program and Code of Conduct
16 have been verified to include all required elements by ADMINISTRATOR’s Compliance
17 Program Officer as described in subparagraphs below.

18 3. If CONTRACTOR elects to adhere to HCA’s Compliance Program and Code of Conduct,
19 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award
20 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA’s
21 Compliance Program and Code of Conduct.

22 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
23 shall submit a copy of its Compliance Program, Code of Conduct and relevant P&Ps to
24 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR’s
25 Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct
26 contains all required elements. CONTRACTOR shall take necessary action to meet said standards or
27 shall be asked to acknowledge and agree to the HCA’s Compliance Program and Code of Conduct if the
28 CONTRACTOR’s Compliance Program and Code of Conduct does not contain all required elements.

29 5. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that the
30 CONTRACTOR Compliance Program and Code of Conduct contains all required elements,
31 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
32 CONTRACTOR’s Compliance Program, Code of Conduct and related P&Ps.

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

37 #

1 ~~2~~ B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening P&Ps and
 2 screen all Covered Individuals employed or retained to provide services related to this Agreement to
 3 ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall
 4 be conducted against the General Services Administration's Excluded Parties List System or System for
 5 Award Management, the Health and Human Services/Office of Inspector General List of Excluded
 6 Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any
 7 other as identified by the ADMINISTRATOR.

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

17 ~~3.~~ ~~CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or~~
 18 ~~establish its own, provided CONTRACTOR's Compliance Program has been verified to include all~~
 19 ~~required elements by ADMINISTRATOR's Compliance Officer as described in Subparagraphs A.4.,~~
 20 ~~A.5., A.6., and A.7. below.~~

21 ~~4.~~ ~~If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy~~
 22 ~~of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty~~
 23 ~~(30) calendar days of award of this Agreement.~~

24 ~~5.~~ ~~ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's~~
 25 ~~Compliance Program contains all required elements. CONTRACTOR shall take necessary action to~~
 26 ~~meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's~~
 27 ~~Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required~~
 28 ~~elements.~~

29 ~~6.~~ ~~Upon written confirmation from ADMINISTRATOR's Compliance Officer that the~~
 30 ~~CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure~~
 31 ~~that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's~~
 32 ~~Compliance Program and related policies and procedures.~~

33 ~~7.~~ ~~Failure of CONTRACTOR to submit its Compliance Program and relevant policies and~~
 34 ~~procedures shall constitute a material breach of this Agreement.~~ 2. An ~~Failure to cure~~
 35 ~~such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute~~
 36 ~~grounds for termination of this Agreement as to the non-complying party.~~

37 ~~B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or~~

~~retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.~~

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

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

#

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

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

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

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

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

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

~~7.~~ CONTRACTOR shall promptly return any overpayments within ~~in~~ forty-five (45) business

1 days after the overpayment is verified by the ADMINISTRATOR.

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

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

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

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

10 #
11 4. Each Covered Individual attending training shall certify, in writing, attendance at
12 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
13 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

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

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

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

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

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

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

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

35 ~~8. Failure of CONTRACTOR to timely submit the acknowledgement of~~
36 ~~ADMINISTRATOR’s Code of Conduct shall constitute a material breach of this Agreement, and failure~~
37 ~~to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall~~

1 ~~constitute grounds for termination of this Agreement as to the non-complying party.~~

2 ~~—E.~~ MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

3 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
4 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
5 and are consistent with federal, state and county laws and regulations. This includes compliance with
6 federal and state health care program regulations and procedures or instructions otherwise
7 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their
8 agents.

9 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims
10 for payment or reimbursement of any kind.

11 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
12 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes
13 which accurately describes the services provided and must ensure compliance with all billing and
14 documentation requirements.

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

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

19
20 **V. CONFIDENTIALITY**

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

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

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

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

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

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

6 7 **VI. COST REPORT**

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

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

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

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

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

36 3. In the event that CONTRACTOR does not submit an accurate and complete individual
 37 and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the

1 termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement
 2 for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during
 3 the term of the Agreement shall be immediately reimbursed to COUNTY.

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

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

18 D. Unless approved by ADMINISTRATOR, costs that exceed the State Maximum Allowance per
 19 Medi-Cal Unit of Services, as determined by the State DHCS, shall be unreimbursable to
 20 CONTRACTOR.

21 E. In the event CONTRACTOR is authorized to retain unanticipated revenues as described in the
 22 Budget Paragraph of -Exhibit A to this Agreement, CONTRACTOR shall specify, in the ~~individual and~~
 23 ~~consolidated~~ Cost Report, the services rendered with such revenues.

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

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

36 ~~— H. All~~ Cost Reports shall contain the following attestation, which may be typed directly on or
 37 attached to the Cost Report:

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

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Signed _____
Name _____
Title _____
Date _____"

VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this Paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

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

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

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

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

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

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

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

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

~~B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.~~

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

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

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9 **IX. EQUIPMENT**

10 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 11 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 12 ~~Administrator~~ ADMINISTRATOR to assist in performing the services described in this Agreement.
 13 “Relatively Permanent” is defined as having a useful life of one year or longer. Equipment which costs
 14 \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined
 15 as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales
 16 taxes and other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment
 17 includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The
 18 cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 19 depreciated according to ~~generally accepted accounting principles~~ GAAP.

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

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

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

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

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

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

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

11 //
12 //

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

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

19 B. CONTRACTOR shall, at its own expense, provide and maintain the organizational and
20 administrative capabilities required to carry out its duties and responsibilities under this Agreement and
21 in accordance with all the applicable statutes and regulations pertaining to Medi-Cal Providers.

22
23 **XI. INDEMNIFICATION AND INSURANCE**

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

34 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
35 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
36 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
37 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the

entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

E. QUALIFIED INSURER

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

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

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

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

or per occurrence

Sexual Misconduct Liability \$1,000,000 per occurrence

G. REQUIRED COVERAGE FORMS

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

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

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

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

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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.~~

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~~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 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.

K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar

1 days' notice in the event of cancellation and ten (10) calendar days' notice for non-payment of premium.
2 This shall be evidenced by policy provisions or an endorsement separate from the COI.

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

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

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

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

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

19 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

28 COI and endorsements shall be provided to the COUNTY at the address as referenced in the Referenced
29 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 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
 7 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
 8 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

9 10 **XII. INSPECTIONS AND AUDITS**

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

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

25 C. AUDIT RESPONSE

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

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

1 reimbursement due COUNTY.

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

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

9 10 **XIII. LICENSES AND ~~LAW~~LAW**

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

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

23 ~~1. B. WIC, Divisions 5, 6 and 9.~~

24 ~~2. HSC, §§1250 et seq.~~

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

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

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

28 ~~6. USC Title 42.~~

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

30 ~~8. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.~~

31 ~~9. 42 USC, §114 and §§1857, et seq., the Clean Air Act.~~

32 ~~10. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~

33 ~~11. 31 USC 7501.70, Federal single Audit Act of 1984.~~

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

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

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

37 ~~15. OMB Circulars A-87, A-89, A-110, A-22.~~

- ~~16. Federal Medicare Cost reimbursement principles and cost reporting standards;~~
- ~~17. Orange County Medi-Cal Mental Health Managed Care Plan.~~
- ~~18. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management.~~

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

~~D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

//

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

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

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

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.

- 1 3. State of HSC, §§1250 et seq.
- 2 4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
- 3 5. CCR, Title 9, Title 17, and Title 22.
- 4 6. CFR, Title 42 and Title 45.
- 5 7. USC Title 42.
- 6 8. Federal Social Security Act, Title XVIII and Title XIX.
- 7 9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
- 8 10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
- 9 11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 10 12. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 11 13. P&Ps set forth in MHSA.
- 12 14. P&Ps set forth in DHCS Letters.
- 13 15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 14 16. OMB Circulars A-87, A-89, A-110, A-122.
- 15 17. Title 22, CCR, §51009.
- 16 18. California WIC, §14100.2.
- 17 19. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
- 18 20. D/MC Billing Manual (March 23, 2010).
- 19 21. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 20 22. Orange County Medi-Cal Mental Health Managed Care Plan.

21 //

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

24 D. CONTRACTOR shall at all times be capable and authorized by the State of California to
 25 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the
 26 terms of this Agreement.

27

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

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

36 #

37 #

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

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

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

15
16 **XV. MAXIMUM OBLIGATION**

17 The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is
18 as specified in the Referenced Contract Provisions of this Agreement.

19
20 **XVI. NONDISCRIMINATION**

21 **A. EMPLOYMENT**

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

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

36 3. ~~There shall be posted~~ CONTRACTOR shall not discriminate between employees with
37 spouses and employees with domestic partners, or discriminate between domestic partners and spouses

1 of those employees, in the provision of benefits.

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

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

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

16 B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not
17 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
18 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
19 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
20 in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 -
21 §1688; Title VI of the Civil Rights Act of 1964
22 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4,
23 Chapter 6, Article 1 (§10800, et seq.) of the CCR California Code of Regulations,) as applicable, and all
24 other pertinent rules and regulations
25 #
26 promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now
27 exist or be hereafter amended or changed.

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

- 30 — a1. Denying a client or potential client any service, benefit, or accommodation.
- 31 — b2. Providing any service or benefit to a client which is different or is provided in a
32 different manner or at a different time from that provided to other clients.
- 33 — c3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
34 by others receiving any service or benefit.
- 35 — d4. Treating a client differently from others in satisfying any admission requirement or
36 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
37 any service or benefit.

~~e~~5. Assignment of times or places for the provision of services.

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

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

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

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

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

~~e~~2. 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~~D. 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~~ E. 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~~F. In the event of non-compliance with this ~~paragraph~~ 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.

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.

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

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

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

XVIII. NOTIFICATION OF DEATH

~~A. NON-TERMINAL ILLNESS~~ **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 ~~hereunder~~ pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. ~~In addition,~~ WRITTEN NOTIFICATION

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

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

9 ~~B. TERMINAL ILLNESS DEATH~~

10 ~~1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed,~~ hand delivered,
11 faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours
12 of becoming aware of the death due to terminal illness of any person served ~~hereunder. The Notification~~
13 ~~of Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature~~
14 ~~and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with~~
15 ~~knowledge of the incident~~ pursuant to this Agreement.

16 ~~2. If there are any questions regarding the cause of death of any person served~~
17 ~~hereunder~~ pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any
18 unusual circumstances related to the death, CONTRACTOR shall immediately notify
19 ADMINISTRATOR in accordance with ~~Subparagraph A. above~~ this Notification of Death Paragraph.

20
21 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS** **NOTIFICATION OF**
22 **PUBLIC EVENTS AND MEETINGS**

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

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

30
31 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

35 B. CONTRACTOR shall implement and maintain administrative, technical and physical
36 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
37 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall

mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

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

~~D~~ 1. ~~CCR 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.

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

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

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

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

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

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

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

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

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

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

I. 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

1 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

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

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

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

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

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

16 ~~H//~~

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

21 **XXI. RESEARCH AND PUBLICATION REVENUE**

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

25 **XXII. REVENUE**

26 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
27 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal
28 Services or other third party health plans, are provided pursuant to this Agreement, their estates and
29 responsible relatives, according to their ability to pay as determined by the ~~State Department of Mental~~
30 ~~Health's "Uniform Method of Determining Ability to Pay" (UMDAP)~~ DHCS' UMDAP procedure or by
31 other payment procedure as approved in advance, and in writing by ADMINISTRATOR; and in
32 accordance with Title 9 of the CCR. Such fee shall not exceed the actual cost of services provided. No
33 client shall be denied services because of an inability to pay.

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

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

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D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Agreement.

XXIII. 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.

XXIV. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof

1 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
 2 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
 3 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
 4 in full force and effect, and to that extent the provisions of this Agreement are severable.

6 **XXV. SPECIAL PROVISIONS**

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

9 1. Making cash payments to intended recipients of services through this Agreement.

10 2. Lobbying any governmental agency or official ~~or making political contributions.~~

11 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to
 12 Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal
 13 contracting and financial transactions).

14 3. ~~Supplanting current funding for existing services.~~

15 ~~4. Fundraising.~~

16 ~~5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~
 17 ~~CONTRACTOR's staff, volunteers, or members of the Board of Directors.~~

18 ~~6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or~~
 19 ~~services.~~

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

23 ~~8. Paying an individual salary or compensation for services at a rate in excess of the current~~
 24 ~~Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary~~
 25 ~~Schedule may be found at www.opm.gov.~~

26 ~~9. Severance pay for separating employees.~~

27 ~~10. Paying rent and/or lease costs for a facility prior to the facility meeting all required~~
 28 ~~building codes and obtaining all necessary building permits for any associated construction.~~

29 ~~10. Supplanting current funding for existing services.~~

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

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

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

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

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

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

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

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

XXVI. STATUS OF CONTRACTOR

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

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XXVII. TERM

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

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

XXVIII. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:

a. The continued availability of federal, state and county funds for reimbursement of COUNTY’s expenditures, and

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b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

1 term of the Agreement.

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

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

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

8 ~~3. ———3~~ Until the date of termination, continue to provide the same level of service
9 required by this Agreement.

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

13 45. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
14 client's best interests.

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

17 67. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
18 supplies purchased with funds provided by COUNTY.

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

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

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

31 //

32 //

33 **XXIX. THIRD PARTY BENEFICIARY**

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

XXXH. WAIVER OF DEFAULT OR BREACH

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

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

3
4 SOUTH COAST CHILDREN’S SOCIETY, INC., DBA SOUTH COAST COMMUNITY SERVICES
5

6
7 BY: _____ DATED: _____
8

9 TITLE: _____
10

11
12
13
14
15 COUNTY OF ORANGE
16

17
18 BY: _____ DATED: _____
19

20 HEALTH CARE AGENCY
21
22
23

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

28
29 BY: _____ DATED: _____
30

31 DEPUTY
32
33
34

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

EXHIBIT A
 TO AGREEMENT ~~WITH~~ FOR PROVISION OF
TRANSITIONAL AGE YOUTH CRISIS RESIDENTIAL SERVICES
 BETWEEN
COUNTY OF ORANGE
 AND
 SOUTH COAST CHILDREN’S SOCIETY, INC.
 DBA SOUTH COAST COMMUNITY SERVICES
 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 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, for completion of entry and evaluation services provided to clients into COUNTY’s IRIS. Documentation also includes level, frequency, and duration of services received by Clients, and these services must be consistent with clients’ level of impairments as well as treatment goals. In addition, services are to be individualized and solution focused, using evidenced based practices.~~

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

~~— C.~~ B. Admission means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to ~~clients~~ Clients into IRIS.

~~— D. Care Coordinator means an individual with a Bachelor’s degree in human services or related field who will be responsible for developing and leading the Family Team and guiding the evolution of a POC for a client.~~

~~— E.~~ C. Client means any individual, referred or enrolled, for services under the Agreement who is living with mental, emotional, or behavioral disorders.

~~— F.~~ D. Clinical Director means an individual who is responsible for the day-to-day clinical services of the program, meets the minimum requirements set forth in Title 9, CCR, and has at least two (2) years of full-time professional experience working with children and/or TAY in a mental health setting.

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

~~F. H. Data Collection System means software used for the collection, tracking, and reporting of outcomes data for Clients enrolled in the FSP programs.~~

~~1. 3 M's means the Quarterly Assessment Form being completed for each Client every three months in the approved data collection system.~~

~~2. Data Certification means reviewing outcome data mandated by the State and COUNTY for accuracy and signing a Certification of Accuracy of Data form indicating that the data is accurate.~~

~~3. KET means the tracking of a Client's service movement or changes in the approved data collection system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.~~

~~4. PAF means the baseline assessment for each Client that must be completed and entered into the data collection system within thirty (30) days of the Partnership date.~~

~~I. Diagnosis means identifying the nature of a Client's disorder. When formulating the diagnosis of Client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the Diagnostic and DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.~~

~~J. DSH means the time, measured in hours and portions of hours, that a clinician spends providing services to Clients or significant others on behalf of Clients. DSH credit, both billable and non-billable minutes, is obtained by providing mental health, case management, medication support, and Crisis Intervention crisis intervention services to Clients open in IRIS.~~

H. EPSDT means the State of California's implementation of the Federal child health component of Medicaid program which provides physical, mental, and developmental health services for children and young adults.

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

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

~~M. Engagement means the process where a trusting relationship between CONTRACTOR's staff and Client is developed over a short period of time, so CONTRACTOR and Client can develop a plan to link the Client to appropriate services within the community. Engagement of the Client is the objective of a successful outreach.~~

~~J. N. Face-to-Face Contact means, as it pertains to a FSP, a direct encounter between~~

~~CONTRACTOR's staff and Client(s)/parent(s)/guardian(s). This does not include contact by phone, email, etc. For the purpose of completing an Encounter Document, Face-to-Face Contact means a direct encounter between staff and Client(s), regardless if another individual(s) is/are present or not.~~

~~—O. Family Resource Center Services means Mental Health Services provided to Clients that are actively enrolled at the COUNTY's SSA's FRC. FRC is a consortium of agencies providing human services in a single site and under the auspices of SSA.~~

~~#~~

~~—P. Family Team means a group formed to meet the needs of a FSP eligible Client through whatever means possible, and this team includes a program staff, the eligible Client, the Client's family members, and other support individual(s) the family agrees to include on the team.~~

~~—Q. FSP means a program model described in COUNTY's MHSA plan that has been approved by the State. The MHSA plan describes how COUNTY will utilize MHSA funds to develop and implement treatment plans for mental health Clients through FSPs. A FSP is an evidence based and strength-based model with the focus on the individual rather than the disease.~~

~~—R. FSW means the specific program model described in COUNTY's MHSA plan. The FSW program provides culturally competent in-home, intensive, mental health care coordination services that will address family needs across all life domains of the Client.~~

~~—S. Group Home is a facility for housing youth and is licensed by Community Care Licensing under the provisions of CCR, Title 22, Division 6, et seq.~~

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

~~—U. Housing Coordinator means an individual who is responsible for assisting Clients with housing solutions. This individual is also responsible for outreach and networking within the community to maintain an up-to-date record of available housing resources. In addition, the coordinator will work with the Family Team to assess the needs of Clients.~~

~~—V. Individual Services and Support Funds (Flexible Funds) means funds used to provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and improve their overall quality of life. Flexible Funds are generally categorized as housing, Client transportation, food, clothing, medical, and miscellaneous expenditures that are individualized and appropriate to support clients' mental health treatment activities.~~

~~—W L. Intake means the initial meeting between a Client and CONTRACTOR's staff, and includes an evaluation of the Client to determine if the Client meets program criteria and is willing to seek services.~~

~~XM. IRIS means the COUNTY's ADMINISTRATOR's database system that collects Clients' information such as registration, scheduled appointments, laboratory information system, invoice and reporting capabilities, compliance with regulatory requirements, electronic medical records, and other relevant applications.~~

~~Y. Licensed CSW~~ N. LCSW means a licensed individual, pursuant to the provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical services to Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

~~ZO.~~ Licensed MFT means a licensed individual, pursuant to the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical services to Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

~~AAP.~~ LPCC means a licensed individual, pursuant to the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of Chapter 16 of the California Business and Professions Code, who can provide clinical service to Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

~~ABQ.~~ LPT means a licensed individual, pursuant to the provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical services to Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

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

S. LVN means a licensed individual, pursuant to the provisions of Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

~~AD. LVNT. Live Scan~~ means ~~a licensed individual, pursuant to the provisions of Chapter 6.5 of the California Business and Professions Code,~~ an inkless, electronic fingerprint which is transmitted directly to the Department of Justice (DOJ) for the completion of a criminal record check, typically required of employees who have direct contact with Clients.

~~U. Medi-Cal means The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating~~ State of California's implementation of the Federal Medicaid health care program which pays for a variety of medical services for children and TAY adults who meet eligibility criteria for these services.

~~AEV.~~ Medical Necessity means diagnosis, impairment, and intervention related criteria as defined in the COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services.

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

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

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

#

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

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

3. Co-Occurring see DD Integrated Treatment Model.

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

5. Medication Support Services means services provided by licensed physicians, registered nurses, or other qualified medical staff, which include: prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness of medication, dosage, side effects, compliance, and response to medication. In addition,

1 the licensed physicians, registered nurses, or other qualified medical staff must obtain informed consent
 2 from Clients prior to providing medication education and plan development related to the delivery of
 3 these services and/or assessment to Clients.

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

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

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

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

24 ~~AI~~ MHSA means the State of California law that provides funding for expanded community
 25 mental health services. It is also known as "Proposition 63."

26 ~~AJ. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental~~
 27 ~~health field or has a high school diploma along with two (2) years of experience delivering services in a~~
 28 ~~mental health field.~~

29 ~~—AK. Mentoring Services means a service that provides support to clients by building a structured and~~
 30 ~~trusting relationship over a prolonged period of time between a Client and a mentor. The mentor is a~~
 31 ~~peer or older individual who provides one-to-one contact and support in the following areas to assist~~
 32 ~~client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills; concrete help~~
 33 ~~and/or other relationship building activities to the client(s)/parent(s)/guardian(s); and linking the~~
 34 ~~client(s)/parent(s)/guardian(s) to other services within the COUNTY and contract operated programs.~~

35 Y ~~1. Paid Parent Mentor means an individual, age twenty six (26) and older, who has been~~
 36 ~~screened and trained to provide Mentoring Services and is reimbursed for providing such services under~~
 37 ~~the Mentoring Services Contract. A different designation for this position is permissible for purposes of~~

~~CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by clear cross referencing in all reports and communications to ADMINISTRATOR.~~

~~2. Paid TAY Mentor means an individual, age eighteen (18) to twenty five (25), who has been screened and trained to provide Mentoring Services and is reimbursed for providing such services under the Mentoring Services Contract. A different designation for this position is permissible for purposes of CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by clear cross referencing in all reports and communications to ADMINISTRATOR.~~

~~3. Volunteer Mentor means an individual, age eighteen (18) and older, who has been screened and trained to provide Mentoring Services and is not reimbursed for providing such services under the Mentoring Services Contract. "Reimbursement" for services excludes expenses such as transportation costs, as transportation costs are allowable and reimbursable costs. A different designation for this position is permissible for purposes of CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by clear cross referencing in all reports and communications to ADMINISTRATOR.~~

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~~AL. NPI means the standard unique health identifier that was adopted by the Secretary of HHS Services under HIPAA of 1996 for health care providers. All HIPAA covered healthcare providers, individuals, and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.~~

~~AM~~

~~Z. NOA-A means a Medi-Cal requirement that informs the beneficiary that she/he is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all beneficiaries requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty mental health services.~~

~~ANAA. NPP means a document that notifies Clients of uses and disclosures of PHI. The NPP may be made by, or on behalf of, the health plan or health care provider as set forth in the of 1996 HIPAA.~~

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

1 ~~APAB.~~ Outreach means linking potential ~~clients~~ Clients to appropriate mental health services within
2 the community. Outreach activities will include educating the community about the services offered and
3 requirements for participation in the programs. Such activities may result in the CONTRACTOR
4 developing referral sources for Clients from various programs being offered within the community.

5 ~~AQ. Parent Partner means an individual who supports and assists other parent(s)/guardian(s) with~~
6 ~~children or youth in the system and is hired due to his/her own personal experience and knowledge in~~
7 ~~raising a child or youth with emotional/behavioral disturbance. For Wraparound Orange County, it is~~
8 ~~required that this individual has exposure to COUNTY's Welfare Services, Probation, or Mental Health~~
9 ~~System and can provide support to the Family Team and the parent(s)/guardian(s) in particular.~~ AC.

10 PCC means, pursuant to the provisions of section 4999.20 of the California Business and Professions
11 Code, the application of counseling interventions and psychotherapeutic techniques to identify and
12 remediate cognitive, mental, and emotional issues, including personal growth, adjustment to disability,
13 crisis intervention, and psychosocial and environmental problems. It includes conducting assessments
14 for the purpose of establishing counseling goals and objectives to empower individuals to deal
15 adequately with life situations, reduce stress, experience growth, change behavior, and make well-
16 informed rational decisions.

17 ~~AR. PSC means an individual with a Bachelor's degree in human services or related field. It is~~
18 ~~preferred that the individual has at least two years of related experience with mental health services, or~~
19 ~~three years' experience as a Client in a similar program who has graduated to self sufficiency. A PSC~~
20 ~~leads the implementation of a service plan covering an entire range of needs for the Client and/or~~
21 ~~Client's family to promote success, safety, and permanence in the home, school, workforce, and~~
22 ~~community and lead Clients to self sufficiency.~~

23 ~~AS. PBM Company means a company contracted by the COUNTY that manages the medication~~
24 ~~benefits for Clients that are qualified for medication benefits.~~

25 #

26 ~~AT. POC means a written plan, including by reference any Juvenile Court order(s), developed and~~
27 ~~signed by the Family Team that includes the following elements.~~ AD:

- 28 ~~1. A statement of an overall goal or vision for the Client and Client's family.~~
- 29 ~~2. The strengths of the Client and Client's family.~~
- 30 ~~3. The needs, as defined by specific life areas that must be met to achieve the goal(s) of the~~
31 ~~Client and Client's family.~~
- 32 ~~4. Prevention and intervention Safety Plans.~~
- 33 ~~5. The type, frequency, and duration of intervention strategies.~~
- 34 ~~6. Financial responsibility for the components of the POC.~~
- 35 ~~7. Desired outcomes.~~

36 ~~AU. Pre-Licensed Psychologist means an individual who has a Ph.D. or Psy.D. in Clinical~~
37 ~~Psychology and is registered with the Board of Psychology as a Registered Psychologist or~~

1 Psychological Assistant, while acquiring hours for licensing and providing services under a waiver in
2 accordance with WIC section 575.2. The waiver may not exceed five (5) years.

3 ~~AV~~AE. Pre-Licensed Therapist means an individual who has a Master's Degree in social work or
4 MFT, PCC and is registered with the BBS as an associate clinical social worker, PCC intern, or MFT
5 intern, while acquiring hours for licensing. Registration is subject to regulations adopted by BBS.

6 ~~AW~~AF. Program Director means an individual who is responsible for all aspects of administration
7 and clinical operations of the mental health program, including development and adherence to the annual
8 budget. This individual will also be responsible for the following: hiring, development and
9 performance management of professional and support staff, and ensuring mental health treatment
10 services are provided in concert with local and state rules and regulations.

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

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

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

26 //

27 ~~BA~~//

28 AH. Psychiatrist means an individual who meets the minimum professional and licensure
29 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of
30 experience treating children and TAY.

31 ~~BB~~AI. Psychology Student or Psychology Intern means an individual who is in school pursuing a
32 Ph.D. or Psy.D. in Clinical Psychology, and may or may not meet the criteria for a DHCS Waiver in
33 order to provide services in accordance with DHCS Information Letter No. 10-03. The waiver may not
34 exceed five (5) years.

35 ~~BC~~AJ. QIC means a committee that meets quarterly to review one percent (1%) of all "high-risk"
36 Medi-Cal Clients in order to monitor and evaluate the quality and appropriateness of services provided.
37 At a minimum, the committee is comprised of one (1) ADMINSTRATOR, one (1) clinician, and one (1)

1 | physician who are not involved in the clinical care of the cases.

2 | ~~—BD. RCL Group Home means a group home reviewed by the State Department of Social Services,~~
 3 | ~~Foster Care Rates Bureau, that meets the requirements for a RCL of one (1) to fourteen (14), to provide~~
 4 | ~~eligible minors room and board and supervision.~~

5 | ~~—BE~~ AK. Referral means effectively linking Clients to other services within the community and
 6 | documenting follow-up provided within five (5) business days to assure that Clients have made contact
 7 | with the referred service(s).

8 | ~~—BF. Registered Nurse~~ AL. RN means a licensed individual, pursuant to the provisions of
 9 | Chapter 6 of the California Business and Professions Code, who can provide clinical services to Clients.
 10 | The license must be current and in force, and has not been suspended or revoked. Also, it is preferred
 11 | that the individual has at least one (1) year of experience treating children and TAY.

12 | BGAM. Student Intern means student(s) currently enrolled in an accredited graduate or
 13 | undergraduate program and is/are accumulating supervised work experience hours as part of field work,
 14 | internship, or practicum requirements. Acceptable programs include all programs that assist students in
 15 | meeting the educational requirements to be a Licensed MFT, a LCSW, a Licensed Clinical Psychologist,
 16 | a Licensed PCC, or to obtain a Bachelor's degree. Individuals with graduate degrees and have two (2)
 17 | years of full-time experience in a mental health setting, either post-degree or as part of the program
 18 | leading to the graduate degree, are not considered as students.

19 | BHAN. Supervisory Review means ongoing clinical case reviews in accordance with procedures
 20 | developed by ~~the~~ COUNTY to determine the appropriateness of the diagnosis and treatment plan for
 21 | Clients, as well as to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting
 22 | standards. Supervisory review is conducted by the program/clinic director or designee.

23 | BIAO. Token means the security device which allows an end-user to access ~~the~~
 24 | ~~COUNTY's~~ ADMINISTRATOR's computer based IRIS.

25 | BJAP.UMDAP means the method used for determining the annual Client liability for mental health
 26 | services received from the COUNTY's mental health system and is set by the State of California.

27 | #

28 | ~~—BK. Wellness Coordinator means an individual who specializes in assisting Clients with access to a~~
 29 | ~~myriad of health care needs, nutrition resources, and other community supports. This individual will be~~
 30 | ~~responsible for documenting the services required, as well as communicating the needs of Clients to the~~
 31 | ~~Family Team.~~

32 | ~~—BL. Wraparound Orange County means the wraparound program administered by COUNTY's SSA~~
 33 | ~~and is available to children and TAY who are returning from or being considered for placement in group~~
 34 | ~~homes.~~

35 | ~~—BM. Youth Partner/Specialist means an individual who has a high school diploma, preferably a~~
 36 | ~~bachelor's degree in human services or a related field, and has a background working with children and~~
 37 | ~~TAY. This individual is to provide consistent, reinforcing support to Clients by allowing opportunities~~

1 ~~for Clients to learn and practice social behavior, problem solving skills, and coping skills. In the spirit~~
 2 ~~of MHSA, these positions can be filled by adequate numbers of bilingual, bicultural staff in order to~~
 3 ~~meet the referral needs of the program and the threshold language requirements for COUNTY. It is also~~
 4 ~~recommended by COUNTY that former mental health Clients and/or their family members be given~~
 5 ~~priority for these positions due to their unique insight into the experiences of Clients.~~

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28 **II. BUDGET**

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

| | <u>CRP</u> | <u>SRP</u> | <u>TOTAL</u> |
|--|-------------------|----------------------|-------------------|
| 34 ADMINISTRATIVE COST | | <u>BUDGET</u> | |
| 35 Indirect Costs <u>Cost</u> | \$ 135,592 | \$ 47,700 | \$ 183,294 |
| 36 SUBTOTAL | <u>\$ 135,592</u> | <u>\$ 47,700</u> | <u>\$ 183,294</u> |
| 37 ADMINISTRATIVE COST | | | |

| | | | | |
|----|-------------------------------------|-------------|-----------------------|---------------------------|
| 1 | | | | |
| 2 | PROGRAM COST | | | |
| 3 | Salaries | \$ 625,147 | \$ 824,435 | \$ 831,344 |
| 4 | | | 206,197 | |
| 5 | Benefits | 151,959 | 187,957 | 199,968 |
| 6 | Services and Supplies | 126,845 | | 190,640 |
| 7 | | | 209,558 | 63,795 |
| 8 | SUBTOTAL PROGRAM COST | \$ 903,951 | \$ 318,001 | \$1,221,950 |
| 9 | | | | 952 |
| 10 | | | | |
| 11 | TOTAL GROSS COST | \$1,039,543 | \$ 365,701 | \$1,405,244 |
| 12 | | | | |
| 13 | REVENUE | | | |
| 14 | Federal Medi-Cal | \$ 76,500 | \$ 8,500 | \$ 75,000 |
| 15 | EPSDT Medi-Cal Match | 68,850 | 7,650 | 67 76,500 |
| 16 | Participant Fees | 0 | 51,894 | 51,894 |
| 17 | MHSA | 894,193 | 297,657 | -1,210 191,850 |
| 18 | TOTAL REVENUE | \$1,039,543 | \$365,701 | \$1,405,244 |
| 19 | | | | |
| 20 | TOTAL MAXIMUM OBLIGATION | \$1,039,543 | \$313,807 | \$1,353,350 |

B. CONTRACTOR agrees that the amount of ~~the~~ EPSDT match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

C. The total cost of services provided for in ~~this~~ the Agreement are based upon projected revenue generation and shall be reimbursed by Federal Medi-Cal, EPSDT, and COUNTY MHSA revenues. CONTRACTOR agrees that if actual Federal Medi-Cal and EPSDT reimbursement, based upon the completed DHCS Cost Report for each Fiscal Year ~~2011-12~~, is less than budgeted, the Maximum Obligation ~~of this Agreement, the Maximum Obligation shall~~ may, at ADMINISTRATOR's sole discretion, be adjusted down by the amount of under generated Federal Medi-Cal and/or EPSDT revenue. CONTRACTOR further agrees that COUNTY (MHSA) revenues shall be used to cover the costs of non-Medi-Cal ~~clients~~ Clients and/or non-Medi-Cal billable services and shall not ~~#~~ exceed the amounts specified in the Budget Paragraph, Subparagraph H.A. of this Exhibit A to the Agreement, unless authorized, in writing, by ~~ADMINISRATOR~~ ADMINISTRATOR.

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

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

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

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

31 **III. ~~PAYMENTS~~PAYMENTS**

32 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
 33 \$112,~~779~~780 per month. ~~All payments are interim payments only, and subject to Final Settlement~~final
 34 settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR
 35 shall be reimbursed for the actual cost of providing the services, which may include Indirect
 36 Administrative Costs, as identified in the Budget Paragraph, Subparagraph ~~H.A.~~H.A. of this Exhibit A to the
 37

1 Agreement; provided, however, the total of such payments does not exceed ~~COUNTY's Total~~ the
2 Maximum Obligation as stated in the Referenced Contract Provisions of the Agreement and; provided
3 further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal
4 regulations. ADMINISTRATOR may, at its discretion, pay supplemental ~~billings~~ invoices for any month
5 for which the provisional amount specified above has not been fully paid.

6 1. In support of the monthly ~~billing~~ invoice, CONTRACTOR shall submit an Expenditure and
7 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
8 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
9 CONTRACTOR as specified in the Payments Paragraph, Subparagraphs ~~III.A.2. and III.A.3.-below.~~ of
10 this Exhibit A to the Agreement.

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

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

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

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

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

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

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

36 //

37 #

IV. ~~SERVICES~~ SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain a minimum of two (2) fully licensed and appropriate facilities for the provision of Crisis Residential Services and Social Rehabilitation Services for TAY which meet the minimum requirements for Medi-Cal eligibility at the following ~~location~~ locations or any other location (s) approved by ADMINISTRATOR:

| | |
|----------------------|----------------------|
| 3344 Nevada Avenue | 590 Traverse |
| Costa Mesa, CA 92626 | Costa Mesa, CA 92626 |

2. CONTRACTOR shall, provide Clients and/or their family members twenty-four (24) hour a day, seven (7) day a week, and three hundred sixty-five (365) day a year, access to their assigned Crisis Residential Program or a designee acceptable to ADMINISTRATOR.

~~a.~~ ~~3.~~ CONTRACTOR's ~~Administrative and Staff~~ administrative staff holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

~~4.~~ b. CONTRACTOR shall provide Clients and/or their family members with twenty-four (24)-hour a day, seven (7) day a week, and three hundred and sixty five (365) day a year access to their assigned case manager or designee acceptable to ADMINISTRATOR. CONTRACTOR shall also develop with each Client and/or Client's family a plan for crisis intervention services which includes whom to contact for emergency services.

3. Upon ~~COUNTY's~~ ADMINISTRATOR's certification of the provider's existing site, the CONTRACTOR shall be responsible for making any necessary changes to meet and maintain Medi-Cal site standards.

B. ~~CRISIS RESIDENTIAL SERVICES:~~ CRS means is an alternative to providing acute psychiatric hospital services for individuals who would otherwise require hospitalization. The targeted length of stay for each Client will be three (3) weeks. CRS are provided in normalized living environments and are integrated into residential communities. The CRS programs follow a social rehabilitation model that integrates aspects of emergency psychiatric care, psychosocial rehabilitation, milieu therapy, case management, and practical social work.

1. CONTRACTOR shall deliver ~~Crisis Intervention~~ crisis intervention and mental health services to SMI ~~TAY and TAY and~~ TAY and their families identified by COUNTY as eligible for these services.

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

- a. COUNTY residents.
- b. displaying behaviors or a history indicative of SMI as defined by the California WIC

5600.3 (b).

- c. between the ages of eighteen (18) through twenty-five (25) and their families.
- d. at risk of hospitalization and/or out-of-home placement.
- e. experiencing significant familial conflict.
- f. unserved or underserved because of linguistic or cultural isolation.
- g. those TAY who, with intensive-short-term support, could be returned to their families

or independent living situation from inpatient or out-of-home care.

3. CONTRACTOR shall engage both the TAY and the TAY’s family in the program whenever possible. Clinical staff work schedules shall be based on the availability of the Client and significant family members.

4. CONTRACTOR shall provide Crisis Intervention program through a three-phase model. The initial phase shall include assessments of the SMI TAY and the TAY’s- family, with the goal of identifying short-term or immediate needs as well as de-escalation of the TAY and family. During phase two, the program shall be responsible for ensuring the family is developing appropriate coping skills and developing the family’s support systems, while promoting open communication among family members. The goal of phase three shall be to prepare the TAY and the TAY’s family for progression toward long-term resolution and treatment in the community.

5. CONTRACTOR will coordinate referrals with other existing wraparound and mental health services to ensure that all Clients and their families are given access to the most appropriate level and type of service. Other services may include Wraparound Orange County, MHSA FSP programs for TAY or adults, and other COUNTY mental health services.

6. CONTRACTOR shall not refuse Client referrals if CONTRACTOR has available space and appropriate staffing to take additional Clients, unless otherwise approved by ADMINISTRATOR.

7. CONTRACTOR shall provide contact within two (2) hours of Client’s referral for services.

8. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is reflected on the Client’s chart within twenty-four (24) hours after the completion of services.

C. ~~SOCIAL REHABILITATION SERVICES:~~—SRS ~~means~~includes individual and group counseling, Crisis Intervention, and planned activities provided to Client and Client’s family; however, SRS must be provided in ways that are consistent with Client’s treatment/rehabilitation plan with a targeted length of stay of sixty (60) to one hundred and twenty (120) days for each Client. In addition, SRS will link the Client to other community support systems to maximize utilization of non-mental health community resources such as pre-vocational or vocational counseling, Client advocacy skills, activities to enhance the ~~client’s~~Client’s socialization skills, and other required resources to assist the Client to live independently.

1. CONTRACTOR shall deliver SRS to SMI TAY and their families identified by the COUNTY as eligible for these services.

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

- 1 a. COUNTY residents.
- 2 b. displaying behaviors or a history indicative of SMI as defined by the WIC 5600.3(b).
- 3 c. males or females between the ages of eighteen (18) through twenty-five (25) and their
- 4 families.
- 5 d. experiencing significant familial conflict.
- 6 e. at risk of hospitalization and/or out-of-home placement or homelessness.
- 7 f. unserved or underserved because of linguistic or cultural isolation.
- 8 g. those TAY who, with intensive short-time support, could be returned to their families
- 9 or independent living situation from inpatient or out-of-home care.

10 3. CONTRACTOR shall engage the TAY and the TAY's family in the program whenever

11 possible.

12 4. CONTRACTOR will coordinate referrals with other existing wraparound and mental health

13 services to ensure that all Clients and their families are given access to the most appropriate level and

14 type of services. Other services may include Wraparound Orange County, MHSA FSP programs for

15 TAY or adults and other COUNTY mental health services.

16 5. CONTRACTOR shall not refuse Client referrals if CONTRACTOR has available space and

17 appropriate staffing to take additional Clients, unless otherwise approved by ADMINISTRATOR.

18 6. CONTRACTOR's program has a six (6) bed capacity and a targeted length of stay of three

19 sixty (60) to one hundred twenty (120) days for each Client. CONTRACTOR shall obtain prior written

20 approval from ADMINISTRATOR for Clients who are deemed necessary to stay in the program longer

21 than one hundred twenty (120) days.-

22 7. CONTRACTOR shall operate the program in such a manner that meets or exceeds the

23 requirements of Community Care Licensing Division of the California Department of Social Services

24 and DHCS for Social Rehabilitation Facilities.

25 ~~9~~8. CONTRACTOR shall be responsible for a Client's tuberculosis testing if Client has not

26 completed the test upon admission to the program.

27 D. CONTRACTOR shall offer a sufficient amount of treatment services during evening hours in

28 order to accommodate Clients and their parents not able to participate during regular day-time hours.

29 Treatment services shall include, but may not be limited to:

30 1. Performing clinical and psycho-diagnostic assessment using DSM-IV Five Axis diagnosis, to

31 include clinical consideration of each fundamental need: physical, psychological, maturational,

32 developmental, familial, educational, social, environmental and recreational. Additional examinations,

33 tests and evaluations may be conducted as clinically indicated. Findings of the examinations and

34 evaluations shall be documented in the Client record and signed by CONTRACTOR's appropriate and

35 responsible staff.

36 2. Obtaining valid consents for treatment.

37 3. Developing a written treatment plan for each Client, in conjunction with the Client, that shall

1 be based on the assessment and diagnosis of that Client. The treatment plan shall delineate and justify
 2 all specific treatment modes and therapeutic modalities to be used, and shall be developed in accordance
 3 with ADMINISTRATOR's standards, and utilize a full range of appropriate psychiatric and
 4 psychological treatment modes and modalities. All treatment/service plans, coordination plans, and
 5 assessment documents shall be developed within two (2) calendar days from the first planned face-to-
 6 face contact with an individual Client and/or significant support person(s). Such plans shall identify
 7 specific treatment modes, milestones for the individual Client, obstacles/symptoms, and efforts of
 8 significant support person(s) and program staff on behalf of the ~~client~~ Client. All treatment/service plans
 9 shall include observable and measurable Client milestones.

10 4. Use of individual therapy, brief intensive services, and short and group therapy modalities
 11 including psycho-educational, cognitive behavioral and child management therapy techniques.
 12 CONTRACTOR shall develop and implement group therapy modalities for conditions that, according to
 13 established research, would particularly show improvement when treated in this manner.

14 5. Collateral services, including individual therapy to a Client's support system to help them in
 15 their support role. Services shall be provided to Client's support system when it is determined that it is
 16 in the best interest in treating the Client, and CONTRACTOR shall promote active participation of
 17 Client's supports. CONTRACTOR shall make appropriate referrals to mental health providers for
 18 medication and/or mental health services to address the support's DSM-IV-TR mental disorder.

19 6. Providing other mental health services which may include, but not be limited to, family
 20 therapy, Crisis Intervention, treatment planning, discharge planning, case management, linkage, and
 21 consultation.

22 7. Medication support services, if applicable, including a system of medication quality review,
 23 which shall be provided by well-trained, experienced psychiatrists knowledgeable in the use of
 24 medication to improve the functioning and enhance the self-esteem of TAY. Medication used solely for
 25 psychiatric purposes, and no other purposes, shall be prescribed for all Clients for whom it is clinically
 26 indicated. CONTRACTOR shall ensure that the following are adhered to:

27 a. Established plan for maximizing use of physician time.

28 b. CONTRACTOR shall use COUNTY's formulary and prescribing practices.

29 c. Prescriptions may be filled at any pharmacy with which the COUNTY's Pharmacy
 30 Benefits Manager has a contract; provided that CONTRACTOR shall be responsible for noting the
 31 Medi-Cal number on prescriptions for Medi-Cal Clients.

32 d. CONTRACTOR shall provide ADMINISTRATOR, in writing, with the name, license
 33 number, and Drug Enforcement Agency number of any physician who will be prescribing medications,
 34 prior to the physician's start date. Failure to so notify ADMINISTRATOR may result in
 35 CONTRACTOR being liable for the cost of the medication.

36 e. CONTRACTOR shall in coordination and integration with
 37 ~~COUNTY's~~ ADMINISTRATOR's ADAS, providing or causing to be provided, all necessary substance

abuse treatment services for Clients who are dually diagnosed with a concurrent substance abuse problem in addition to their mental illness, when appropriate.

E. CONTRACTOR shall accept referrals from and make referrals to the various MHSA programs, as appropriate. CONTRACTOR shall coordinate referrals with other existing mental health services and wraparound services, to ensure that Clients and their supports are given access to the most appropriate level and type of service. Other services may include Wraparound Orange County; MHSA FSP programs for TAY; and other COUNTY mental health services.

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

V. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours of work per week to provide mental health crisis services for children and youth.

| PROGRAM | FTEs CRP | SRP FTE | TOTAL FTE |
|-------------------------------|----------------------|---------|------------------------|
| | FTE | | |
| Program Director | 0.90 | 0.10 | 1.00 |
| Direct Care Lead | 0.90 | 0.10 | 1.00 |
| Nurse | 0.15 | 0.05 | 0.20 |
| Service Coordinators | 1.80 | 0.20 | 2.00 |
| Direct Care – Day Shift | 3.75 | 1.75 | 5.50 |
| Direct Care – Nocturnal Shift | 3.00 | 1.50 | 4.50 |
| Direct Care – Night Shift | 3.00 | 1.50 | 4.50 |
| On-Call Staff | 1.50 0.40 | 0.41 | 0.81 |
| Quality Assurance Manager | 0.90 | 0.10 | 1.00 |
| TOTAL PROGRAM FTEs | 14.80 | 5.71 | 21.20 20.51 |

~~1~~ B. CONTRACTOR shall have as Head of Service; a licensed mental health professional, in conformance to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW, LPCC, Licensed MFT, RN, LVN, or LPT.

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

1 than salaries and employees benefits unless otherwise authorized ~~in writing~~, in advance and in writing,
2 by ADMINISTRATOR.

3 ~~2. CONTRACTOR shall have as Head of Service a licensed mental health professional, in~~
4 ~~conformance to one of the following staff categories: Psychiatrist, Psychologist, Social Worker, MFT,~~
5 ~~RN, LVN, Psychiatric Technician.~~

6 ~~3. CONTRACTOR may augment the above paid staff with volunteers or interns upon written~~
7 ~~approval of ADMINISTRATOR.~~

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

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

17 ~~c. Student intern services shall not comprise more than twenty percent (20%) of total~~
18 ~~services provided.~~

19 ~~4//~~

20 D. CONTRACTOR shall maintain personnel files for each staff person, including ~~the Executive~~
21 ~~Director~~ management and other administrative positions, both direct and indirect to the Agreement,
22 which shall include, but not be limited to, an application for employment, qualifications for the position,
23 applicable licenses, Live Scan results, waivers, registrations, documentation of bicultural/bilingual
24 capabilities (if applicable), pay rate and evaluations justifying pay increases.

25 ~~5. All positions are required to maintain a log delineating hours worked and allocated to each~~
26 ~~program of CONTRACTOR.~~

27 ~~6~~ E. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two
28 (72) hours of any staffing vacancies or filling of vacant positions that occur during the term of ~~this~~ the
29 Agreement. ~~The information~~ CONTRACTOR's notification shall include ~~the employee's~~ at a minimum
30 the following information: employee name,(s), position title,(s), date(s) of resignation, date(s) of hire,
31 and a description of ~~the~~ recruitment activity to replace the employee.

32 ~~7~~ F. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than ~~seven~~ seven (7)
33 business days, in advance, of any proposed staffing changes, including but not limited to promotions,
34 temporary FTE changes, ~~or~~ and temporary staffing assignments that occur during the term of the
35 Agreement.

36 ~~B. WORKLOAD STANDARDS—One (1) DSH shall be equal to sixty (60) minutes of direct client~~
37 ~~service.~~

~~1. CONTRACTOR shall provide at a minimum seventy five (75) DSH per month per FTE of direct service staff, nine hundred (900) DSH per year per FTE or agreed upon productivity levels which shall include mental health, case management, Crisis Intervention, and other support services and is inclusive of both billable and non-billable services.~~

~~2. CONTRACTOR shall, during the term of the Agreement, provide a minimum of one thousand eight hundred (1,800) DSH for Client related services.~~

~~3. CONTRACTOR shall provide CRS to a minimum of seventy eight (78) Clients during the term of the Agreement. This is based on the program's six bed capacity and a targeted length of stay of three (3) weeks. Stays in this short term program longer than the three week target must have ADMINISTRATOR approval.~~

~~4. CONTRACTOR shall provide SRS to eighteen (18) Clients. The program has the capacity of six (6) beds and targeted length of stay for a Client will be sixty (60) to one hundred and twenty (120) days with an occupancy rate seventy five percent (75%). CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for Clients who are deemed necessary to stay in the program longer than ninety (90) days. The ADMINISTRATOR and CONTRACTOR may agree to adjust the target number based on the needs of Clients and a commitment to quality services.~~

~~5. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum.~~

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

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

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

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

5 K. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time
 6 the standards referenced below are minimum standards, and shall make every effort to exceed these
 7 minimums.

8 1. One (1) DSH shall be equal to sixty (60) minutes of direct Client service.

9 2. CONTRACTOR shall provide a minimum of one thousand eight hundred (1,800) inclusive
 10 of both billable and non-billable services.

11 3. CONTRACTOR's Service Coordinator shall, at a minimum, provide seventy-five (75) DSH
 12 per month or nine hundred (900) DSH per year, per FTE.

13 4. CONTRACTOR shall provide CRS to a minimum of seventy-eight (78) Clients during the
 14 term of the Agreement. This is based on the program's six-bed capacity and a targeted length of stay of
 15 three (3) weeks. Stays in this short-term program longer than the three-week target must have
 16 ADMINISTRATOR approval.

17 5. CONTRACTOR shall provide SRS to a minimum of eighteen (18) Clients. The program
 18 has the capacity of six (6) beds and targeted length of stay for a Client will be sixty (60) to one hundred
 19 and twenty (120) days with an occupancy rate of seventy five percent (75%). CONTRACTOR shall
 20 obtain prior written approval from ADMINISTRATOR for Clients who are deemed necessary to stay in
 21 the program longer than ninety (90) days. ADMINISTRATOR and CONTRACTOR may agree to
 22 adjust the target number based on the needs of Clients and a commitment to quality services.

23 6. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR's staff are
 24 below workload standards, as defined in the Staffing Paragraph, Subparagraph K., of this Exhibit A to
 25 the Agreement, unless otherwise approved by ADMINISTRATOR.

26 L. STUDENT INTERNS

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

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

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

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

~~2 Student intern services shall not comprise more than twenty percent (20%) of total services provided.~~

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

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

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

#

VI. ~~REPORTS~~REPORTS

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

//
//

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

1 the Monthly Expenditure and Revenue Reports.

2 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
 3 ~~These~~ CONTRACTOR's reports shall contain required information, and be on a form acceptable to, or
 4 provided by, ADMINISTRATOR ~~and~~. CONTRACTOR shall, ~~at a minimum, report the actual FTEs of~~
 5 ~~the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement, staff hours worked~~
 6 ~~by position, DSH provided by position, case load by position, and shall include the employees' names,~~
 7 ~~licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire~~
 8 ~~and/or termination date, and any other pertinent information as may be required by ADMINISTRATOR.~~
 9 ~~The~~ submit these reports ~~will be received by ADMINISTRATOR~~ no later than twenty (20) calendar days
 10 following the end of the month being reported. CONTRACTOR must request in writing any extensions
 11 to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the
 12 total extension will not exceed more than five (5) calendar days.

13 D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit
 14 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
 15 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
 16 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of
 17 CONTRACTOR's progress in implementing the provisions of the Agreement, number of active cases,
 18 number of Client's admitted/discharged, details of outreach activities and their results, any pertinent
 19 facts or interim findings, staff changes, status of licenses and/or certifications, changes in population
 20 served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their
 21 programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state
 22 #
 23 whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not,
 24 shall specify what steps are being taken to achieve satisfactory progress.

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

29 ~~F. FCONTRACTOR shall document all adverse incidents affecting the physical and/or~~
 30 ~~emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious~~
 31 ~~destruction of property, developments, etc., and which may raise liability issues with COUNTY.~~
 32 ~~CONTRACTOR shall notify COUNTY within twenty four (24) hours of any such serious adverse~~
 33 ~~incident.~~

34 ~~G. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues~~
 35 ~~that adversely affect the quality or accessibility of client related services provided by, or under contract~~
 36 ~~with, the COUNTY as identified in the ADMINISTRATOR'S P&Ps.~~

37 ~~H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~

1 Reports Paragraph of this Exhibit A to the Agreement.

2
3 **VII. ~~RESPONSIBILITIES~~ RESPONSIBILITIES**

4 A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of
5 ~~all~~ CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature
6 confirmation of the P&P training for each staff member and place in their personnel files.

7 B. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the
8 COUNTY's ~~New~~ Annual Provider Training, and staff responsible for input into IRIS complete IRIS New
9 User Training. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider
10 Training.

11 C. CONTRACTOR shall ensure that ~~all staff complete the COUNTY's Annual Provider Training~~
12 ~~and~~ Annual Compliance Training:

13 ~~— D. COUNTY shall provide, or cause to be provided, training and ongoing consultation to~~
14 ~~CONTRACTOR's staff to assist CONTRACTOR~~ is completed as set forth in ~~ensuring compliance with~~
15 ~~ADMINISTRATOR Standards~~ Subparagraph C. of ~~Care practices, policies and procedures,~~
16 ~~documentation standards and any state regulatory requirements~~ the Compliance Paragraph of the
17 Agreement.

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

21 ~~FE.~~ CONTRACTOR shall agree to adopt and comply with the documentation standards as per ~~the~~
22 ~~current COUNTY's~~ ADMINISTRATOR's Standards of Care practices; P&P's, Annual Provider
23 Training; DHCS State Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT
24 TBS Documentation Manual; and the EPSDT TBS Coordination of Care Best Practices Manual as
25 provided by ADMINISTRATOR, which describe, but are not limited to, the requirements for Medi-Cal
26 and ~~ADMINISTRATOR charting standards;~~ and any state regulatory requirements.

27 ~~GF.~~ CONTRACTOR shall regularly review their charting, IRIS data input, and ~~billing~~ invoice
28 systems to ensure compliance with COUNTY and state ~~policies and procedures~~ P&Ps and establish
29 mechanisms to prevent inaccurate claim submissions.

30 ~~HG.~~ CONTRACTOR shall maintain on file at the facility minutes and records of all quality
31 improvement meetings and processes. Such records and minutes shall also be subject to regular review
32 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
33 ~~ADMINISTRATOR policies and procedures~~ ADMINISTRATOR's P&Ps.

34 H. CONTRACTOR shall attend:

35 1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical
36 care.

37 2. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues related

1 to, but not limited to compliance with P&Ps, statistics and clinical services.

2 3. Clinical staff training for individuals by ADMINISTRATOR. Such training shall be
3 conducted by CONTRACTOR and/or ADMINISTRATOR.

4 4. Quarterly QIC meetings.

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

7 J. CONTRACTOR shall participate in any clinical case review and implement any
8 recommendations made by COUNTY ADMINISTRATOR to improve Client care.

9 ~~K. PERFORMANCE OUTCOMES~~

10 ~~1. COUNTY~~ K. CONTRACTOR shall ensure that all clinical documentation is completed
11 promptly and is reflected on the Client’s chart within twenty-four (24) hours after the completion of
12 services.

13 L. PERFORMANCE OUTCOMES

14 1. CONTRACTOR shall complete Performance Outcome Measures as mandated by State
15 and/or ADMINISTRATOR, and shall formulate said outcomes into a Monitoring Plan.

16 2. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome
17 measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR’s
18 services on the well-being of COUNTY residents being served under the terms of the Agreement. The
19 expected outcomes include increased levels of school attendance, increased levels of employment,
20 decreased use of inpatient psychiatric beds, decreased involvement with law enforcement, and a decrease
21 in homelessness.

22 3. ~~2. CONTRACTOR will complete Performance Outcome Measures as required by~~
23 ~~state and/or COUNTY. The expected outcomes for the Monitoring Plan are to enable Clients to~~
24 ~~adaptively function at a higher and more appropriate level in the community and will be measured by the~~
25 ~~number of Clients who do not require psychiatric hospitalization.~~

26 ~~L~~ CONTRACTOR shall, in collaboration with ADMINISTRATOR, assist with data collection in
27 order to develop baseline figures for evaluation and to report performance in the terms of Client
28 satisfaction, length of stay and duration of services in the FSW program. Each of these areas shall be
29 monitored by CONTRACTOR for change, and individual Client plans shall be modified to foster
30 success and evaluate program effectiveness.

31 M. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
32 Tokens for appropriate individual staff to access the COUNTY’s IRIS at no cost to the CONTRACTOR.

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

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

37 ~~3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the~~

~~Token for each staff member assigned a Token.~~

~~4~~ 3. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:

- a. Token of each staff member who no longer supports the Agreement;
- b. Token of each staff member who no longer requires access to IRIS;
- c. Token of each staff member who leaves employment of CONTRACTOR;
- d. Token is malfunctioning; or
- e. Termination of the Agreement.

~~5~~ 4. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require access to IRIS upon initial training or as a replacement for malfunctioning Tokens.

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~~6~~ 5. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

~~M~~ N. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

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

~~O. CONTRACTOR shall review the financial status of all enrollees using the UMDAP, unless otherwise approved in writing by COUNTY.~~

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

~~Q. CONTRACTOR shall attend:~~

~~1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical care.~~

~~2. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to compliance with policies and procedures, statistics and clinical services.~~

~~3. Clinical staff training for individuals by COUNTY representatives. Such training shall be conducted by CONTRACTOR and/or ADMINISTRATOR.~~

~~4. Quarterly QIC meetings.~~

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

~~S. CONTRACTOR shall obtain a National Provider Identifier (an NPI).~~

1. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions.

2. CONTRACTOR, including each employee that provides services under the Agreement,

1 ~~will~~shall obtain ~~a~~an NPI upon commencement of the Agreement or prior to providing services under
2 ~~this~~the Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or
3 supplied by ADMINISTRATOR, all ~~NPI~~NPIs as soon as they are available.

4 ~~FP~~FP. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
5 service provided under the Agreement to individuals who are covered by Medi-Cal and have not
6 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
7 request, the NPP for the COUNTY, as the ~~-~~MHP, to any individual who received services under the
8 Agreement.

9 ~~UQ~~UQ. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding
10 sources, with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY
11 under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder
12 will not be
13 ~~#~~
14 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
15 institution, or religious belief.

16 ~~VR~~VR. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
17 conduct research activity on COUNTY Clients without obtaining prior written authorization from
18 ADMINISTRATOR.

19 ~~WS~~WS. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
20 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities
21 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the
22 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but
23 are not limited to, the following:

- 24 1. Designate the responsible position(s) in your organization for managing the funds allocated
- 25 to this program;
- 26 2. Maximize the use of the allocated funds;
- 27 3. Ensure timely and accurate reporting of monthly expenditures;
- 28 4. Maintain appropriate staffing levels;
- 29 5. Request budget and/or staffing modifications to the Agreement;
- 30 6. Effectively communicate and monitor the program for its success;
- 31 7. Track and report expenditures electronically;
- 32 //
- 33 8. Maintain electronic and telephone communication between CONTRACTOR and
- 34 ADMINISTRATOR; and
- 35 9. Act quickly to identify and solve problems.

36 T. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
37 welfare of Clients, including but not limited to serious physical harm to self or others, serious

1 ~~destruction of property, developments, etc., and which may raise liability issues with COUNTY—~~

2 ~~5. Request budget and/or staffing modifications to the Agreement;~~

3 ~~6. Effectively communicate and monitor the program for its success;~~

4 ~~7. Track and report expenditures electronically;~~

5 ~~8. Maintain electronic and telephone communication between CONTRACTOR and~~
6 ~~ADMINISTRATOR; and~~

7 ~~9. Act quickly to identify and solve problems.~~

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

11 U. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to
12 ensure compliance with workload standards and productivity.

13 V. ADMINISTRATOR shall review Client charts to assist CONTRACTOR in ensuring
14 compliance with ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.

15 W. ADMINISTRATOR shall review and approve all admissions, discharges from the program and
16 extended stays in the program.

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

18 Y. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ADMINISTRATOR's
19 P&Ps.

20 Z. ADMINISTRATOR shall provide a written copy of all assessments completed on Clients
21 referred for admission.

22 AA. ADMINISTRATOR shall:

23 1. Provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's
24 staff to assist CONTRACTOR in ensuring compliance with ~~ADMINISTRATOR Standards of Care~~
25 ~~practices, policies and procedures, DHCS Contract,~~ documentation standards as per ~~the current~~
26 ~~ADMINISTRATOR~~ ADMINISTRATOR's Standards of Care practices; P&P's, Annual Provider
27 Training; DHCS State Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT
28 TBS Documentation Manual, ~~and;~~ the EPSDT TBS Coordination of Care Best Practices Manual as
29 provided by ADMINISTRATOR, which describe, but are not limited to, the requirements for Medi-Cal
30 and ADMINISTRATOR charting standards; and any state regulatory requirements.

31 2. Assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance
32 with workload standards, productivity and Medi-Cal documentation.

33 3. Review Client charts to assist CONTRACTOR in ensuring compliance with
34 ~~ADMINISTRATOR~~ ADMINISTRATOR's P&Ps and Medi-Cal requirements.

35 4. Reviews and approves all referrals of potential ~~clients~~ Clients to alternate services.

36 5. Reviews and approves all admissions, discharges from the program and extended stays in
37 the program. —

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AB. COUNTY's Central Quality Review and Training shall:

1. Make available, training to CONTRACTOR's staff in ADMINISTRATOR charting procedures.

2. Conduct periodic reviews of Client charts to monitor CONTRACTOR's compliance with ADMINISTRATOR's -P&Ps and Medi-Cal requirements.

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~~7~~ 3. Monitor ~~CONTRACTOR's~~ CONTRACTOR's completion of corrective action plans filed in response to Medi-Cal and other reviews.

4. Monitor CONTRACTOR's degree of compliance with ~~COUNTY~~ ADMINISTRATOR Standards of Care and ADMINISTRATOR's P&Ps, including but not limited to those pertaining to Quality Improvement, Medication Monitoring and Supervisory Review.

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

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