

1 AGREEMENT FOR PROVISION OF
2 ENHANCED RECOVERY FULL ~~SERVICE~~SERVICES PARTNERSHIP SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 TELECARE CORPORATION
7 JULY 1, ~~2012~~2013 THROUGH JUNE 30, ~~2013~~2015

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

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

16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
17 | Enhanced Recovery Full Service Partnership ~~Services~~services described herein to the residents of
18 | Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: -July 1, ~~2012~~2013 through June 30, ~~2013~~2015

Period One means the period from July 1, 2013 through June 30, 2014

Period Two means the period from July 1, 2014 through June 30, 2015

Maximum Obligation:

Period One	Maximum Obligation:	\$2,318,993
Period Two	Maximum Obligation:	\$2,318,993
TOTAL MAXIMUM OBLIGATION:		\$4,637,986

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: Telecare Corporation
1080 Marina Village Parkway, Suite 100
Alameda, CA 94501

CONTRACTOR's Insurance Coverages:

Coverage

Minimum Limits

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~~Commercial General Liability~~ ~~\$1,000,000 per occurrence~~
~~\$2,000,000 aggregate~~

~~Automobile Liability, including coverage~~ ~~\$1,000,000 per occurrence~~
~~for owned, non-owned and hired vehicles~~

~~Workers' Compensation~~ ~~Statutory~~

~~Employer's Liability Insurance~~ ~~\$1,000,000 per occurrence~~

~~Professional Liability Insurance~~ ~~\$1,000,000 per claims made or~~
~~per occurrence~~

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

Marshall Langfeld, Senior Vice President, Chief Financial Officer

mlangfeld@telecarecorp.com

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I. ACRONYMS

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

4	A.	
5	<u>A.</u>	AA Alcoholics Anonymous
6	B.	ADL Activities of Daily Living
7	C.	AMHS Adult Mental Health Services
8	<u>B.</u>	D. ARRA American Recovery and Reinvestment Act
9	<u>C.</u>	ASL American Sign Language
10	E.	ASRS Alcohol and Drug Programs Reporting System
11	<u>D.</u>	F. BBS Board of Behavioral Sciences
12	G.	BHS Behavioral Health Services
13	<u>E.</u>	H. CAT Centralized Assessment Team
14	<u>F.</u>	I. CCC California Civil Code
15	<u>G.</u>	J. CCR California Code of Regulations
16	<u>H.</u>	CEO County Executive Office
17	<u>I.</u>	K. CFR Code of Federal Regulations
18	<u>J.</u>	L. CHPP County COUNTY HIPAA Policies and Procedures
19	M.	CHS Correctional Health Services
20	<u>K.</u>	COI Certificate of Insurance
21	<u>L.</u>	N. CSW Clinical Social Worker
22	O.	D/MC Drug/Medi-Cal
23	<u>M.</u>	P. DCR Data Collection and Reporting
24	<u>N.</u>	Q. DD Dual Disorders
25	<u>O.</u>	R. DHCS Department of Health Care Services
26	S.	DMH Department of Mental Health
27	T.	DPFS Drug Program Fiscal Systems
28	<u>P.</u>	U. DRS Designated Record Set
29	<u>Q.</u>	V. DSH Direct Service Hours
30	<u>R.</u>	W. DSM Diagnostic and Statistical Manual of Mental Disorders
31	<u>S.</u>	X. EBP Evidence-Based Practice
32	Y.	EHR Electronic Health Record
33	<u>T.</u>	Z. FSP- Full Service Partnership
34	<u>U.</u>	AA. FTE Full Time Equivalent
35	<u>V.</u>	GAAP Generally Accepted Accounting Principles
36	<u>W.</u>	AB. HCA Health Care Agency
37	<u>X.</u>	AC. HHS Health and Human Services

- 1 ~~Y.~~ ~~AD.~~ HIPAA Health Insurance Portability and Accountability Act of 1996,
- 2 Public Law 104-191
- 3 ~~Z.~~ ~~AE.~~ HSC California Health and Safety Code
- 4 ~~AA.~~ ~~AF.~~ IMD Institution for Mental Disease
- 5 ~~AB.~~ ~~AG.~~ IRIS Integrated Records Information System
- 6 ~~AC.~~ ISO Insurance Services Office
- 7 ~~AD.~~ ~~AH.~~ KET Key Events Tracking
- 8 ~~AI.~~ ~~AE.~~ LCSW Licensed Clinical Social Worker
- 9 ~~AJ.~~ ~~AF.~~ LPS Lanterman-Petris Short
- 10 ~~AG.~~ ~~AK.~~ ~~LPT~~ ~~Licensed Psychiatric Technician~~
- 11 ~~AL.~~ MFT Marriage and Family Therapist
- 12 ~~AH.~~ ~~AM.~~ MHP Mental Health Plan
- 13 ~~AN.~~ ~~AL.~~ MHRC Mental Health Rehabilitation Centers
- 14 ~~AJ.~~ ~~AO.~~ MHS Mental Health Specialist
- 15 ~~AK.~~ ~~AP.~~ MHSA Mental Health Services Act
- 16 ~~AQ.~~ ~~MIHS~~ ~~Medical and Institutional Health Services~~
- 17 ~~AM.~~ ~~AR.~~ MORS Milestones of Recovery Scale
- 18 ~~AS.~~ ~~MTP~~ ~~Master Treatment Plan~~
- 19 ~~AT.~~ ~~AN.~~ NA Narcotics Anonymous
- 20 ~~AO.~~ ~~AU.~~ NOA-A Notice of Action
- 21 ~~AV.~~ ~~AP.~~ NP Nurse Practitioner
- 22 ~~AQ.~~ ~~AW.~~ NPI National Provider Identifier
- 23 ~~AR.~~ ~~AX.~~ NPP Notice of Privacy Practices
- 24 ~~AS.~~ ~~AY.~~ ~~OCJS~~ ~~Orange County Jail System~~
- 25 ~~AZ.~~ ~~OCPD~~ ~~Orange County Probation Department~~
- 26 ~~BA.~~ ~~OCR~~ ~~Office for Civil Rights~~
- 27 ~~BB.~~ ~~OCSD~~ ~~Orange County Sheriff's Department~~
- 28 ~~BC.~~ ~~OIG~~ ~~Office of Inspector General~~
- 29 ~~BD.~~ OMB Office of Management and Budget
- 30 ~~BE.~~ ~~AT.~~ OPM Federal Office of Personnel Management
- 31 ~~AU.~~ ~~BF.~~ P&P Policies and Procedures
- 32 ~~BG.~~ ~~AV.~~ PA/PG Orange County Public Administrator/Public Guardian
- 33 ~~AW.~~ ~~BH.~~ ~~PADSS~~ ~~Payment Application Data Security Standard~~
- 34 ~~BI.~~ PAF Partnership Assessment Form
- 35 ~~BJ.~~ ~~AX.~~ PBM Pharmaceutical Benefits Management
- 36 ~~BK.~~ ~~AY.~~ PC State of California Penal Code
- 37 ~~BL.~~ ~~PCI DSS~~ ~~Payment Card Industry Data Security Standard~~

- 1 ~~BM.~~ AZ. PHI Protected Health Information
- 2 ~~BN~~ BA. PII Personally Identifiable Information
- 3 ~~BO.~~ BB. PRA Public Record Act
- 4 ~~BP.~~ BC. PSC Personal Services Coordinator
- 5 ~~BQ.~~ QIC ~~Quality Improvement Committee~~
- 6 ~~BR.~~ RN ~~Registered Nurse~~
- 7 ~~BS.~~ SSI ~~Social Security Income~~
- 8 ~~BTBD.~~ SIR ~~Self-Insured Retention~~
- 9 BE. UMDAP Universal Method of Determining Ability to Pay
- 10 ~~BU.~~ BF. USC United States Code
- 11 ~~BV~~ BG. WIC State of California Welfare and Institutions Code
- 12 ~~BW.~~ WRAP ~~Wellness Recovery Action Plan~~
- 13 ~~BX.~~ BH. XML Extensible Markup Language

II. ALTERATION OF TERMS

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

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

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III. ASSIGNMENT OF DEBTS

27 Unless this Agreement is followed without interruption by another Agreement between the parties
28 hereto for the same services and substantially the same scope, at the termination of this Agreement,
29 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
30 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
31 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
32 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
33 said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

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

1 | programs.

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

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

13 | #

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

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

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

26 | ~~5.~~ ADMINISTRATOR's Compliance Officer shall determine if
27 | ~~CONTRACTOR's~~ CONTRACTOR Compliance Program and Code of Conduct contains all required
28 | elements. ~~CONTRACTOR shall take necessary action to meet said standards or shall be asked to~~
29 | ~~acknowledge and agree to the~~ ADMINISTRATOR's HCA's Compliance Program and Code of Conduct
30 | if the ADMINISTRATOR's CONTRACTOR's Compliance Program and Code of Conduct does not
31 | contain all required elements.

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

36 | 7. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and
37 | relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure

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2 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute
3 grounds for termination of this Agreement as to the non-complying party.

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

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

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

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

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

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

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

36 45. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
37 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.

1 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered
2 Individual providing
3 //
4 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
5 Ineligible Person.

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

12 ~~6~~7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
13 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
14 Such individual or entity shall be immediately removed from participating in any activity associated
15 with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
16 CONTRACTOR for services provided by ineligible person or individual.

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

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

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

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

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

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

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

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

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

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37 ~~D~~ ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Code of Conduct or~~

~~establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.~~

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

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

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

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

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

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

V. CONFIDENTIALITY

1 [rg5] A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
2 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
3 regulations, as they now exist or may hereafter be amended or changed.

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

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

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

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

23
24 **VI. COST REPORT**

25 A. CONTRACTOR shall submit ~~a separate~~ separate Cost ~~Report~~ Reports for Period One and Period Two, or
26 for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which
27 they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or
28 consolidated Cost Report in accordance with all applicable federal, state and ~~county~~ COUNTY
29 requirements, ~~generally accepted accounting principles~~ GAAP and the Special Provisions Paragraph of
30 this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
31 centers, services, and funding sources in accordance with such requirements and consistent with prudent
32 business practice, which costs and allocations shall be supported by source documentation maintained by
33 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. ~~In the event~~
34 CONTRACTOR has multiple Agreements for mental health services that are administered by HCA,
35 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as
36 stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to
37 COUNTY no later

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2 than five (5) business days following approval by ADMINSTRATOR of all individual Cost Reports to
3 be incorporated into a consolidated Cost Report.

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed _____
Name _____
Title _____
Date _____"

#

VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; ~~provided, however, obligations undertaken by~~ CONTRACTOR ~~pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by~~ shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to 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. ADMINISTRATOR may revoke the approval of a subcontract upon five (5~~ not less than sixty (60) calendar days ~~written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement~~ prior to the effective date of the delegation. ~~Any attempted assignment or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with~~ 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. ~~For CONTRACTORS which are~~

1. If CONTRACTOR is a nonprofit ~~corporations~~ 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 ~~paragraph~~ subparagraph shall be void.

2. If CONTRACTOR is a for-profit organization ~~C. — CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations,~~ any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of ~~CONTRACTOR's directors~~ 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 ~~paragraph~~ subparagraph shall be void.

3. 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 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 written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

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

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

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

//

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

#

IX. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ~~Administrator~~ ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively Permanent” is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined

1 as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales
2 taxes and other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment
3 includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The
4 cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
5 depreciated according to ~~generally accepted accounting principles~~ GAAP.

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

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

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

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

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

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

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

34
35 **X. EXPENDITURE AND REVENUE REPORT FACILITIES, PAYMENTS AND**
36 **SERVICES**

37 **A. No later than sixty (60) calendar days following termination of each period or fiscal year of this**

1 Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an
2 Expenditure and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall be
3 prepared in accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

4 B. CONTRACTOR may be required to submit periodic Expenditure and Revenue Reports
5 throughout the term of this Agreement.

6
7 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

13
14 **XII. INDEMNIFICATION AND INSURANCE**

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

25 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
26 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including
27 defense costs, or liability of any kind or nature, including but not limited to personal injury or property
28 damage, arising from or related to the services, products or other performance provided by COUNTY
29 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of
30 competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and
31 CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall
32 request a jury apportionment.

33 C. Each party agrees to provide the indemnifying party with written notification of any claim
34 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
35 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
36 each party shall cooperate with the indemnifying party in its defense.

37 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is self-

1 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of
 2 insurance covering its operations placed with reputable insurance companies in amounts as specified in
 3 #
 4 the Referenced Contract Provisions of this Agreement. Upon request by ADMINISTRATOR,
 5 CONTRACTOR shall provide evidence of such insurance.

6 E. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
 7 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
 8 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
 9 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the
 10 entire term of this Agreement. In addition, all subcontractors performing work on behalf of
 11 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
 12 conditions as set forth herein for CONTRACTOR.

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

17 G. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
 18 Agreement, COUNTY may terminate this Agreement.

19 H. QUALIFIED INSURER

20 1. The policy or policies of insurance must be issued by an insurer licensed to do business in
 21 the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.
 22 //
 23 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's
 24 Key Rating Guide/Property-Casualty/United States or ambest.com)

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

28 I. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 29 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

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Workers' Compensation	Statutory
Employers' Liability 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

J. 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.

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

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 primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

L. All insurance policies required by this 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.

M. 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.

~~**N.** —E. All insurance policies except Workers' Compensation and Employer's Liability, shall contain the following clauses:~~

~~———— 1. "The County of Orange is included as an additional insured with respect to the operations of the named insured performed under contract with the County of Orange."~~

~~———— 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."~~

All insurance policies required by this Agreement shall give COUNTY ~~3.~~ "This insurance shall not be cancelled, limited or non-renewed until after thirty (30) calendar days written notice has been given to Orange County HCA/Contract Development Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637." ten (10) calendar days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

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

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

~~P. F. Certificates of Insurance and endorsements evidencing~~ COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

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

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

S. SUBMISSION OF INSURANCE DOCUMENTS

1. ~~coverages and clauses shall be mailed to COUNTY~~ The COI and endorsements shall be provided to COUNTY as follows:

- a. Prior to the start date of this Agreement.
- b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

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

//

~~3. G. COUNTY warrants~~ If CONTRACTOR fails to submit the COI and endorsements that ~~it is self-insured or maintains policies of~~ meet the insurance ~~placed with reputable~~ provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

- a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR

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

b. ~~companies licensed to do~~ CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business ~~in the State of California which insures the perils of bodily injury, medical, professional liability, and property damage. Upon request by CONTRACTOR,~~ day, pursuant to any and all Agreements between COUNTY ~~shall provide~~ and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

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

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

XIII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

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

15 **XIV. LICENSES AND LAWS**

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

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

- 29 ~~1. WIC, Divisions 5, 6 and 9.~~
 30 ~~2. HSC, §§1250 et seq.~~
 31 ~~3. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.~~
 32 ~~4. CCR, Title 9, Title 17, and Title 22.~~
 33 ~~5. CFR, Title 42 and Title 45.~~
 34 ~~6. USC, Title 42.~~
 35 ~~7. Federal Social Security Act, Title XVIII and Title XIX.~~
 36 ~~8. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.~~
 37 ~~9. 42 USC, §114 and §§1857, et seq., the Clean Air Act.~~

- ~~10. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~
- ~~11. 31 USC 7501.70, Federal single Audit Act of 1984.~~
- ~~12. Policies and procedures set forth in MHP Letters.~~
- ~~13. Policies and procedures set forth in DHCS Letters.~~
- ~~14. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~
- ~~15. OMB Circulars A 87, A 89, A 110, A 122.~~
- ~~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.~~

~~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;

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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.

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

4 1. ARRA of 2009.

5 2. WIC, Divisions 5, 6 and 9.

6 3. State of HSC, §§1250 et seq.

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

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

9 6. CFR, Title 42 and Title 45.

10 7. USC Title 42.

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

12 9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.

13 10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.

14 11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

15 12. 31 USC 7501.70, Federal Single Audit Act of 1984.

16 13. Policies and procedures set forth in Mental Health Services Act.

17 14. Policies and procedures set forth in DHCS Letters.

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

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

20
 21 **XV. LITERATURE ~~AND~~, ADVERTISEMENTS, AND SOCIAL MEDIA**

22 | A. Any written information or literature, including educational or promotional materials,
 23 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
 24 to this Agreement must be approved at least thirty (30) days in advance and in writing by
 25 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written

26 //
 27 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
 28 and electronic media such as the Internet. ~~Such information shall not imply endorsement by COUNTY,~~
 29 ~~unless ADMINISTRATOR consents thereto in writing.~~

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

33 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
 34 available social media sites) in support of the services described within this Agreement,
 35 CONTRACTOR shall develop social media policies and procedures and have them available to
 36 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
 37 forms of social media used to either directly or indirectly support the services described within this

1 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
2 they pertain to any social media developed in support of the services described within this Agreement.
3 CONTRACTOR shall also include any required funding statement information on social media when
4 required by ADMINISTRATOR.

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

7
8 **XVI. MAXIMUM OBLIGATION**

9 | The Total Maximum ~~Obligation~~ Obligations of COUNTY for services provided in accordance with
10 this Agreement ~~is~~ and the separate Maximum Obligations for Period One and Period Two are as specified
11 in the Referenced Contract Provisions of this Agreement.

12
13 **XVII. NONDISCRIMINATION**

14 | A. EMPLOYMENT

15 1. During the ~~performance~~ term of this Agreement, CONTRACTOR and its Covered
16 Individuals shall not unlawfully discriminate against any employee or applicant for employment because
17 of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national
18 origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
19 ~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for~~
20 ~~employment are free from discrimination~~ Additionally, during the term of this Agreement,
21 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
22 not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
23 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
24 over), sexual orientation, medical condition, or physical or mental disability.

25 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
26 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
27 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
28 for training, including apprenticeship. ~~There shall be posted~~

29 //

30 3. CONTRACTOR shall not discriminate between employees with spouses and employees
31 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
32 the provision of benefits.

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

36 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
37 and/or subcontractor shall state that all qualified applicants will receive consideration for employment

1 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
2 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
3 Such ~~requirement~~requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity~~
4 ~~employer."~~term EOE.

5 ~~36.~~ Each labor union or representative of workers with which CONTRACTOR and/or
6 subcontractor has a collective bargaining agreement or other contract or understanding must post a
7 notice advising the labor union or
8 #
9 workers' representative of the commitments under this Nondiscrimination Paragraph and shall post
10 copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

- 23 ~~a1.~~ Denying a client or potential client any service, benefit, or accommodation.
- 24 ~~b2.~~ Providing any service or benefit to a client which is different or is provided in a
25 different manner or at a different time from that provided to other clients.
- 26 ~~e3.~~ Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
27 by others receiving any service or benefit.
- 28 ~~d4.~~ Treating a client differently from others in satisfying any ~~admission~~Admission
29 requirement or condition, or eligibility requirement or condition, which individuals must meet in order
30 to be provided any service or benefit.
- 31 ~~e5.~~ Assignment of times or places for the provision of services.

32 //

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

1 ~~shall advise clients of the following:~~

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

6 ~~— 1~~a. COUNTY shall establish a formal resolution and grievance process in the event
7 informal processes do not yield a resolution.

8 ~~— 2~~b. Throughout the problem resolution and grievance process, client rights shall be
9 maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be
10 informed of their right to access the Patients’ Rights Office at any time.

11 ~~2~~ ~~— b. In those cases where the client's complaint is filed initially with the Patients’~~
12 ~~Rights Office, the Patients’ Rights Office may proceed to investigate the client's complaint.~~

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

16 ~~C~~D. PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to
17 comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,
18 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC
19 12101, et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons
20 with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1
21 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

31 **XVIII. NOTICES**

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

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

37 2. When faxed, transmission confirmed;

1 3. When sent by Email; or
2 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
3 Service, or other expedited delivery service.

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

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

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

14
15 **XIX. NOTIFICATION OF DEATH**

16 ~~A. E. In the event~~ Upon becoming aware of ~~athe~~ death, ~~notification~~ of any person served
17 pursuant to this Agreement, CONTRACTOR shall immediately notify ADMINISTRATOR.

18 ~~B. be made in accordance with the Notification~~ All Notifications of Death ~~Paragraph of this~~
19 ~~Agreement~~ provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased,
20 the date and time of death, the nature and circumstances of the death, and the name(s) of
21 CONTRACTOR's officers or employees with knowledge of the incident.

22
23 **~~XVIII. NOTIFICATION OF DEATH~~**

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

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

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

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

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

~~B. TERMINAL ILLNESS DEATH~~

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

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

~~XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS~~

~~NOTIFICATION OF PUBLIC EVENTS AND MEETINGS~~

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

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

~~#~~
~~#~~
~~#~~

~~XXI. RECORDS MANAGEMENT AND MAINTENANCE~~

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

~~1. Title 22 CFR, §§70751(e), 71551(e), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).~~

~~2. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(e) and (j).~~

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

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

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

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

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

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

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

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

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

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

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

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

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

30 #
31 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
32 requested.

33 ~~H~~J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
34 security of PII and/or PHI. CONTRACTOR shall; notify COUNTY immediately by telephone call plus
35 email or fax upon the discovery of a ~~breach~~Breach of ~~privacy~~unsecured PHI and/or ~~security of~~PII
36 and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or
37 faesimile.

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

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

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

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

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

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

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

22
23 **XXII. REVENUE. RESEARCH AND PUBLICATION**

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

26 //
27 //
28 //

29 **XXIII. REVENUE**

30 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
31 clients to whom services, other than Medi-Cal Services, are provided pursuant to this Agreement, their
32 estates and responsible relatives, according to their ability to pay as determined by ~~DCHS~~the DHCS'
33 UMDAP procedure or by other payment procedure as approved in advance, and in writing by
34 ADMINISTRATOR; and in accordance with Title 9 of the CCR. Such fee shall not exceed the actual
35 cost of services provided. No client shall be denied services because of an inability to pay.

36 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
37 available third-party reimbursement for which persons served ~~hereunder~~pursuant to this Agreement may

1 be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and
2 customary charges.

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

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

11 **XXIV. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

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

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

32 **XXV. SEVERABILITY**

33
34
35 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
36 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
37 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or

1 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
2 in full force and effect, and to that extent the provisions of this Agreement are severable.

4 **XXVI. SPECIAL PROVISIONS**

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

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

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

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

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

13 ~~4. Fundraising.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

- 63. Payment for grant writing, consultants, certified public accounting, or legal services.
- 74. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
- 5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
- 6. Providing inpatient hospital services or purchasing major medical equipment.
- 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

XXVII. 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.

XXVIII. 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.

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//

XXIX. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days

1 written notice given the other party.

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

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

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

22 D. CONTINGENT FUNDING

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

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

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

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

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

5 ~~3~~ 3. Until the date of termination, continue to provide the same level of service required
6 by this Agreement.

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

10 4.5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
11 client's best interests.

12 5.6. If records are to be transferred to COUNTY, pack and label such records in accordance with
13 directions provided by ADMINISTRATOR.

14 6.7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
15 supplies purchased with funds provided by COUNTY.

16 7.8. To the extent services are terminated, cancel outstanding commitments covering the
17 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
18 commitments which relate to personal services. With respect to these canceled commitments,
19 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
20 arising out of such cancellation of commitment which shall be subject to written approval of
21 ADMINISTRATOR.

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

24
25 **XXX. THIRD PARTY BENEFICIARY**

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

29
30 **XXXI. WAIVER OF DEFAULT OR BREACH**

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

36 #

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

3
4 TELECARE CORPORATION

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12
13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY

20
21
22
23
24
25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28
29
30 BY: _____ DATED: _____

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 HCA ADMINISTRATOR.

EXHIBIT A

TO AGREEMENT ~~WITH~~ FOR PROVISION OF
ENHANCED RECOVERY FULL SERVICES PARTNERSHIP SERVICES

BETWEEN

COUNTY OF ORANGE

AND

TELECARE CORPORATION

JULY 1, ~~2012~~2013 THROUGH JUNE 30, ~~2013~~2015

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, of completion of the entry and evaluation documents into IRIS and documentation that the ~~clients~~ Consumers are receiving services at a level and frequency and duration that is consistent with each ~~client's~~ Consumer's level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

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

C. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS.

D. Advisory Board means a ~~client~~ Consumer-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the Wellness Center's rules of conduct.

E. Benefits Specialist means a specialized position that would primarily be responsible for coordinating ~~client~~ Consumer applications and appeals for ~~State~~ state and ~~Federal~~ federal benefits.

F. Best Practices means a term that is often used inter-changeably with "evidence-based practice" and is best defined as an "umbrella" term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Consumer at this time.

~~recovery-consistent mental health practices where the recovery process is supported with scientific intervention that best meets the needs of the consumer at this time.~~

1. EBP means the interventions utilized for which there is consistent scientific evidence showing they improved ~~client~~ Consumer outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

1 2. Promising Practices means that experts believe the practices is likely to be raised to the next
2 level when scientific studies can be conducted and is supported by some body of evidence, (evaluation
3 studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of
4 advocacy organizations and finally, produces specific outcomes.

5 3. Emerging Practices means that the practice(s) seems like a logical approach to addressing a
6 specific behavior which is becoming distinct, recognizable among ~~consumers~~Consumers and clinicians
7 in practice, or innovators in academia or policy makers; and at least one recognized expert, group of
8 researchers or other credible individuals have endorsed the practice as worthy of attention based on
9 outcomes; and finally, it produces specific outcomes.

10 G. Data Collection System means software designed for collection, tracking and reporting
11 outcomes data for ~~elients~~Consumers enrolled in the FSP Programs.

12 1. 3 M's means the Quarterly Assessment Form that is completed for each ~~client~~Consumer
13 every three months in the approved data collection system.

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

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

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

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

32 H. Care Coordinator is a MHS, CSW, or MFT that provides mental health, crisis intervention and
33 case management services to those ~~elients~~Consumers who seek services in the COUNTY operated
34 outpatient programs.

35 I. Case Management Linkage Brokerage means a process of identification, assessment of need,
36 planning, coordination and linking, monitoring and continuous evaluation of ~~elients~~Consumers and of
37 available resources and advocacy through a process of casework activities in order to achieve the best

1 possible resolution to individual needs in the most effective way possible. This includes supportive
 2 assistance to the ~~client~~Consumer in the assessment, determination of need and securing of adequate and
 3 appropriate living arrangements.

4 J. CAT means a team of clinicians who provide mobile response, including mental health
 5 evaluations/assessment, for those experiencing a mental health crisis, on a twenty-four (24) hours per
 6 day, seven (7) days per week basis. Their primary goal is to provide diversion away from hospitalization
 7 as well as providing ~~referrals~~Referrals and follow-up to assist linkage to ~~mental health services~~Mental
 8 Health Services.

9 #

10 K. Certified Reviewer means an individual that obtains certification by completing all requirements
 11 set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet.

12 L. Client or Consumer means an individual, referred by COUNTY or enrolled in
 13 CONTRACTOR's program for services under the Agreement, who experiences chronic mental illness.

14 M. Clinical Director means an individual who meets the minimum requirements set forth in Title 9,
 15 CCR, and has at least two (2) years of full-time professional experience working in a mental health
 16 setting.

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

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

24 P. DSH means a measure in minutes that a clinician spends providing ~~client~~Consumer services.
 25 DSH credit is obtained for providing mental health, case management, medication support and a crisis
 26 intervention service to any ~~client~~Consumer open in IRIS which includes both billable and non-billable
 27 services.

28 Q. Engagement means the process by which a trusting relationship between worker and
 29 ~~client~~Consumer(s) is established with the goal to link the individual(s) to the appropriate services.
 30 Engagement of ~~client~~Consumer(s) is the objective of a successful ~~outreach~~Outreach.

31 R. Face-to-Face means an encounter between ~~client~~Consumer and provider where they are both
 32 physically present.

33 S. FSP

34 1. A FSP means a type of program described by the ~~State~~state in the requirements for the
 35 COUNTY plan for use of MHSA funds and which includes ~~clients~~Consumers being a full partner in the
 36 development and implementation of their treatment plan. A FSP is an evidence-based and strength-
 37 based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be

1 established including the ~~client~~Consumer, psychiatrist, and PSC. Whenever possible, these
 2 multidisciplinary teams will include a mental health nurse, MFT, CSW, peer specialist, and family
 3 members. The ideal ~~client~~Consumer to staff ratio will be in the range of fifteen to twenty (15 – 20) to
 4 one (1), ensuring relationship building and intense service delivery. Services will include, but not be
 5 limited to, the following:

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

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

27 3. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including
 28 those who are dually diagnosed, in a partnership to achieve the individual's wellness and
 29 ~~recovery~~Recovery goals. Services shall be non-coercive and focused on engaging people in the field.
 30 The goal of FSP Programs is to assist the ~~consumer's~~Consumer's progress through pre-determined
 31 quality of life outcome domains (housing, decreased jail, decreased hospitalization, increased education
 32 involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and
 33 become more independent and self-sufficient as ~~consumers~~Consumers move through the continuum of
 34 ~~recovery~~Recovery and evidence by progressing to lower level of care or out of the "intensive case
 35 management need" category.

36 T. Housing Specialist means a specialized position dedicated to developing the full array of
 37 housing options for their program and monitoring their suitability for the population served in

1 accordance with the minimal housing standards policy set by the COUNTY for their program. This
 2 individual is also responsible for assisting ~~consumers~~ Consumers with applications to low income
 3 housing, housing subsidies, senior housing, etc.

4 U. Individual Services and Support Funds ~~Flexible Funds~~ means funds intended for use to
 5 provide ~~clients~~ Consumers and/or their families with immediate assistance, as deemed necessary, for the
 6 treatment of their mental illness and their overall quality of life. Flexible Funds are generally
 7 categorized as housing, ~~client~~ Consumer transportation, food, clothing, medical and miscellaneous
 8 expenditures that are individualized and appropriate to support ~~client's~~ Consumer's mental health
 9 treatment activities.

10 V. Intake means the initial meeting between a ~~client~~ Consumer and CONTRACTOR's staff and
 11 includes an evaluation to determine if the ~~client~~ Consumer meets program criteria and is willing to seek
 12 services.

13 W. Intern means an individual enrolled in an accredited graduate program accumulating clinically
 14 supervised work experience hours as part of field work, internship, or practicum requirements.
 15 Acceptable graduate programs include all programs that assist the student in meeting the educational
 16 requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.

17 X. IRIS means a collection of applications and databases that serve the needs of programs within
 18 the COUNTY and includes functionality such as registration and scheduling, laboratory information
 19 system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical
 20 records and other relevant applications.

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

26 Z. MFT means an individual who meets the minimum professional and licensure requirements set
 27 forth in Title 9, CCR, Section 625.

28 AA. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity
 29 for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria
 30 and Intervention Related Criteria.

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

34 ~~—AC~~ AB. Mental Health Services means interventions designed to provide the maximum reduction of
 35 mental disability and restoration or maintenance of functioning consistent with the requirements for
 36 learning, development and enhanced self-sufficiency. Services shall include:

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

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

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

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

11 5.- DD Integrated Treatment Model means that the program uses a stage-wise treatment model
12 that is non-confrontational, follows behavioral principles, considers interactions between mental illness
13 and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse
14 research has strongly indicated that to recover fully, a ~~consumer~~Consumer with co-occurring disorder
15 needs treatment for both problems as focusing on one does not ensure the other will go away. Dual
16 ~~diagnosis~~

17 #

18 Diagnosis

19 services integrate assistance for each condition, helping people recover from both in one setting at the
20 same time.

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

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

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

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

5 ~~ADAC.~~ MHSA means the law that provides funding for expanded community ~~mental health~~
 6 ~~services~~ Mental Health Services. It is also known as "Proposition 63."

7 ~~AE. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental~~
 8 ~~health field or has a high school diploma and two (2) years of experience delivering services in a mental~~
 9 ~~health field.~~

10 ~~AFAD.~~ MORS is a ~~recovery~~ Recovery scale that ~~COUNTY~~ ADMINISTRATOR will be using for the
 11 ~~Adult~~ adult mental health programs in COUNTY. The scale will provide the means of assigning
 12 ~~consumers~~ Consumers to their appropriate level of care and replace the diagnostic and acuity of illness-
 13 based tools being used today. MORS is ideally suited to serve as a ~~recovery~~ Recovery based tool for
 14 identifying the level of service needed by participating members. The scale will be used to create a map
 15 of the system by determining which milestone(s) or level of ~~recovery~~ Recovery (based on the MORS) are
 16 the target groups for different programs across the continuum of programs and services offered by
 17 COUNTY.

18 ~~AGAE.~~ NPI means the standard unique health identifier that was adopted by the Secretary of HHS
 19 under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and
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21
 22 organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The
 23 NPI is assigned for life.

24 ~~AHAF.~~ NOA-A means a Medi-Cal requirement that informs the beneficiary that he/she is not
 25 entitled to any specialty mental health service. The COUNTY has expanded the requirement for an
 26 NOA-A to all individuals requesting an assessment for services and found not to meet the medical
 27 necessity criteria for specialty ~~mental health services~~ Mental Health Services.

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

30 ~~AJAI.~~ Outreach means the ~~outreach~~ Outreach to potential ~~clients~~ Consumers to link them to appropriate
 31 ~~mental health services~~ Mental Health Services and may include activities that involve educating the
 32 community about the services offered and requirements for participation in the programs. Such
 33 activities should result in the CONTRACTOR developing their own ~~client-referral~~ Consumer Referral
 34 sources for the programs they offer.

35 ~~AKAJ.~~ Peer Recovery Specialist/Counselor means an individual who has been through the same or
 36 similar ~~recovery~~ Recovery process as those he/she is now assisting to attain their ~~recovery~~ Recovery goals

1 while getting paid for this function by the program. ~~A peer recovery specialist~~ A Peer Recovery
2 Specialist's practice is informed by his/her own experience.

3 ~~ALAK.~~ PSC means an individual who will be part of a multi-disciplinary team that will provide
4 community based ~~mental health services~~ Mental Health Services to adults that are struggling with
5 persistent and severe mental illness as well as homelessness, rehabilitation and ~~recovery~~ Recovery
6 principles. The PSC is responsible for clinical care and case management of assigned ~~client~~ Consumer
7 and families in a community, home, or program setting. This includes assisting ~~clients~~ Consumers with
8 mental health, housing, vocational and educational needs. The position is also responsible for
9 administrative and clinical documentation as well as participating in trainings and team meetings. The
10 PSC shall be active in supporting and implementing the program's philosophy and its individualized,
11 strength-based, culturally/linguistically competent and ~~client~~ Person-centered approach.

12 ~~AL.~~ ~~AM.~~ ~~Pharmacy Benefits Manager~~ PBM means the ~~PBM Company~~ company that manages
13 the medication benefits that are given to ~~clients~~ Consumers that qualify for medication benefits.

14 ~~AN. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical~~
15 ~~Psychology and is registered with the Board of Psychology as a registered Psychology Intern or~~
16 ~~Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and~~
17 ~~Institutions Code section 575.2. The waiver may not exceed five (5) years.~~

18 ~~AO~~ AM. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in
19 Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or
20 MFT Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted
21 by the BBS.

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24 ~~AP~~ AN. Program Director means an individual who has complete responsibility for the day to
25 day function of the program. The Program Director is the highest level of decision making at a local,
26 program level.

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

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

35 ~~AS~~ AO. PHI means individually identifiable health information usually transmitted by electronic
36 media, maintained in any medium as defined in the regulations, or for an entity such as a health plan,
37 transmitted or maintained in any other medium. It is created or received by a covered entity and relates

1 to the past, present, or future physical or mental health or condition of an individual, provision of health
2 care to an individual, or the past, present, or future payment for health care provided to an individual.

3 ~~AT. Psychiatrist means an individual who meets the minimum professional and licensure
4 requirements set forth in Title 9, CCR, Section 623.~~

5 ~~AU. Psychologist means an individual who meets the minimum professional and licensure
6 requirements set forth in Title 9, CCR, Section 624.~~

7 ~~AV. QIC means a committee that meets quarterly to review one percent (1%) of all "high risk"
8 Medi-Cal clients to monitor and evaluate the quality and appropriateness of services provided. At a
9 minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and
10 one (1) Physician who are not involved in the clinical care of the cases.~~

11 ~~AWAP.~~ Recovery is "a process of change through which individuals improve their health and
12 wellness, live a self-directed life, and strive to reach their full potential," and identifies four major
13 dimensions to support ~~recovery~~Recovery in life:

14 "1. Health: Overcoming or managing one's disease(s) as well as living in a physically and
15 emotionally healthy way;

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

17 3. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family
18 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;
19 and

20 4. Community: Relationships and social networks that provide support, friendship, love,
21 ~~and hope."~~

22 ~~and hope."~~#

23 #

24 ~~AX~~

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

28 AYAR. Supportive Housing PSC means a person who provides services in a supportive housing
29 structure. This person will coordinate activities which will include, but not be limited to: independent
30 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
31 advocacy, and linking ~~clients~~Consumers with the assigned PSC for clinical issues. Supportive Housing
32 PSC will consult with the multidisciplinary team of ~~clients~~Consumers assigned by the program. The
33 PSCs will be active in supporting and implementing a full service partnership philosophy and its
34 individualized, strengths-based, culturally appropriate, and ~~client~~Person-centered approach.

35 AZAS. Supervisory Review means ongoing clinical case reviews in accordance with procedures
36 developed by ADMINISTRATOR, to determine the appropriateness of ~~diagnosis~~Diagnosis and

37

1 treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting
 2 standards. Supervisory review is conducted by the program/clinic director or designee.

3 ~~BA~~AT. Token means the security device which allows an individual user to access the
 4 ~~COUNTY's~~ADMINISTRATOR's computer based IRIS.

5 ~~BB~~AU. UMDAP is the method used for determining the annual ~~client~~Consumer liability for ~~mental~~
 6 ~~health-services~~Mental Health Services received from the COUNTY mental health system and is set by
 7 the State of California.

8 ~~BC~~AV. Vocational/Educational Specialist means a person who provides services that range from
 9 pre-vocational groups, trainings and supports to obtain employment out in the community based on the
 10 ~~consumers'~~Consumers' level of need and desired support. The Vocational/Educational Specialist will
 11 provide "one on one" vocational counseling and support to ~~consumers~~Consumers to ensure that their
 12 needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower
 13 ~~consumers~~Consumers and provide them with the knowledge and resources to achieve the highest level
 14 of vocational functioning possible.

15 ~~BD. WRAP is a consumer self-help technique for monitoring and responding to symptoms to~~
 16 ~~achieve the highest possible levels of wellness, stability, and quality of life.~~

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28 **II. BUDGET**

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

	<u>Period One</u>	<u>Period Two</u>	<u>Total Budget</u>
ADMINISTRATIVE COST			
Indirect Costs	\$ 302,477	\$ 302,477	\$ 604,954
SUBTOTAL ADMINISTRATIVE COST	\$ 302,477	\$ 302,477	\$ 604,954

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PROGRAM COST			
—Salaries	<u>\$1,050,377</u>	\$1,050,377	<u>\$2,100,754</u>
—Benefits	<u>355,998</u>	355,998	<u>711,996</u>
—Services and Supplies	<u>248,703</u>	248,703	<u>497,406</u>
Flexible Funds	<u>144,674</u>	144,674	<u>289,348</u>
Subcontractor Subcontracts	<u>216,764</u>	- 216,764	<u>433,528</u>
SUBTOTAL PROGRAM COST	<u>\$2,016,516</u>	\$2,016,516	<u>\$4,033,032</u>
TOTAL <u>GROSS</u> COST	<u>\$2,318,993</u>	\$2,318,993	<u>\$4,637,986</u>
REVENUE			
Federal Medi-Cal	<u>\$ 231,899</u>	\$ 231,899	<u>\$ 463,798</u>
MHSA	<u>2,087,094</u>	<u>2,087,094</u>	<u>4,174,188</u>
TOTAL REVENUE	<u>\$2,318,993</u>	\$2,318,993	<u>\$4,637,986</u>
TOTAL MAXIMUM OBLIGATION	<u>\$2,318,993</u>	\$2,318,993	<u>\$4,637,986</u>

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. ~~of this Exhibit A to the Agreement~~ above includes Indirect Costs not to exceed fifteen percent (15%) of Direct Costs; (Program Costs), and which may include operating income estimated at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

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

D. The parties agree that the above budget reflects an average Medi-Cal ~~client~~ Consumer caseload of approximately twenty percent (20%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY ~~referrals~~ Referrals that may result in an increase in this average.

E. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds

1 between ~~programs, or between~~ budgeted line items within a program, for the purpose of meeting specific
 2 program needs or for providing continuity of care to its ~~clients~~ Consumers, by utilizing a Budget/Staffing
 3 Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly
 4 completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance,
 5 which will include a justification narrative specifying the purpose of the request, the amount of said
 6 funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current
 7 contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any
 8 Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by
 9 CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for
 10 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

11 F. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
 12 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
 13 of service for which payment is claimed. Any apportionment of or distribution of costs, including
 14 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
 15 be made in accordance with GAAP and Medicare regulations. The ~~client~~ Consumer eligibility
 16 determination and fee charged to and collected from ~~clients~~ Consumers, together with a record of all
 17 invoices rendered and revenues received from any source, on behalf of ~~clients~~ Consumers treated
 18 pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

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

21 **III. PAYMENTS**

22 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$193,250
 23 per month ~~for Period One and Period Two.~~ All payments are interim payments only and are subject to
 24 Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which
 25 CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder provided,
 26 however, the total of such payments does not exceed the Maximum Obligation in the Referenced
 27 Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable
 28 pursuant to COUNTY, ~~State~~ state and/or ~~Federal~~ federal regulations. ADMINISTRATOR may, at its
 29 discretion, pay supplemental invoices for any month for which the provisional amount specified above
 30 has not been fully paid.

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

35 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
 36 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
 37

1 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
2 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred
3 by CONTRACTOR.

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

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

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

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

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

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

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30 **IV. ~~SERVICES~~SERVICES**

31 A. FACILITY - CONTRACTOR shall maintain a facility which meets the minimum requirements
32 for Medi-Cal and Medicare eligibility for the provisions of Enhanced Recovery FSP for Adults for
33 exclusive use by COUNTY at the following location, or any other location approved, in advance and in
34 writing, by ADMINISTRATOR:

35
36 2100 North Broadway, Suite 100 and 101
37 Santa Ana, CA 92706

- 1
- 2 1. The facility shall include space to support the services identified within the Agreement.
- 3 2. The facility shall be open until at least 5:00 p.m. in adherence with the COUNTY
- 4 established schedule; provided, however, CONTRACTOR shall modify these hours of operation in
- 5 order to meet ~~client~~Consumer needs. Additionally, CONTRACTOR agrees to provide access to its
- 6 ~~clients~~Consumers twenty-four (24) hours per day, seven (7) days per week.
- 7 3. CONTRACTOR shall maintain a holiday schedule consistent with the COUNTY's holiday
- 8 schedule, unless otherwise approved, in advanced and in writing, by ADMINISTRATOR.

9 B. INDIVIDUALS TO BE SERVED – Seriously and persistently mentally ill adults eighteen (18)

10 years or older and must be legally residing in COUNTY and otherwise eligible for public services under

11 federal and state law. The Adult Mental Health Enhanced Recovery FSP program shall provide services

12 to ~~consumers~~Consumers from two distinct populations and ~~referral~~Referral sources and

13 ADMINISTRATOR will serve as a principal gatekeeper to potential ~~clients~~Consumers with one (1) or

14 more of the following conditions:

- 15 1. The first population to be served are ~~consumers~~Consumers who may be on LPS
- 16 conservatorship currently residing in IMDs and former IMD ~~consumers~~Consumers who currently reside
- 17 in Residential Care facilities who, given the opportunity, could regain control of their independence and
- 18 achieve enhanced ~~recovery~~Recovery.
- 19 2. The second population will be referred by the Public Defender's Office and are
- 20 ~~consumers~~Consumers charged with misdemeanor offenses but are of questionable competence to stand
- 21 trial. ~~Most common offense types where this occurs are trespass or restraining order violations.~~

22 C. PROGRAM SERVICES – ~~CONTRACTOR~~CONTRACTOR's program shall include, but not be limited to the

23 following services under the provision of Enhanced Recovery FSP services:

- 24 1. Crisis Intervention and Management Services: Emergency response services enabling the
- 25 ~~client~~Consumer to cope with the crisis while maintaining his/her functioning status within the
- 26 community and aim at preventing further decompensation. This may include assessment for involuntary
- 27 hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.
- 28 2. Medication Support Services: Evaluate need for medication, clinical effectiveness, side
- 29 effects of medication and obtaining informed consent.

30 //

- 31 a. Medication education shall be provided including discussing risks, benefits and
- 32 alternatives with the ~~clients~~Consumers or significant support persons.
- 33 b. Plan development related to decreasing impairments, delivery of services, evaluation of
- 34 the status of the ~~client's~~Consumer's community functions, prescribing, dispensing and administering
- 35 psychotropic medications shall be discussed with the ~~client~~Consumer and documented.
- 36 3. Dual Diagnosis Services: Follows a program that uses a stage-wise treatment model that is
- 37 non-confrontational, follows behavioral principles, considers interactions between mental illness and

1 substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse
 2 research has strongly indicated that to recover fully, a ~~consumer~~ Consumer with co-occurring disorder
 3 needs treatment for both problems as focusing on one does not ensure the other will go away. Dual
 4 ~~diagnosis~~ Diagnosis services integrate assistance for each condition, helping people recover from both in
 5 one setting at the same time.

6 4. Vocational and Educational Services: As part of the continuum of ~~recovery~~ Recovery it is
 7 important that members develop an “identity” other than that of a mental health ~~consumer~~ Consumer;
 8 towards this end members will be supported in exploring a full range of opportunities, including but not
 9 limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive
 10 employment and educational opportunities. CONTRACTOR’s staff shall have a dedicated
 11 Vocational/Educational Specialist to assist enrolled members with these services.

12 a. Educational Services: ~~Clients~~ Consumers may engage in a number of activities, such as
 13 General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may
 14 be used as teachers' aides to ease the anxiety of a new ~~client~~ Consumer returning to continue educational
 15 goals.

16 b. Pre-Vocational Groups: ~~Clients~~ Consumers may engage in pre-vocational groups that
 17 assist ~~clients~~ Consumers in determining their skills, interests, values, and realistic career goals.
 18 Individual treatment plans are developed and implemented with assistance in the following areas: career
 19 exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills,
 20 interviewing skills, job placement, job retention, and symptom management in the workplace. These
 21 and other vocationally related topics shall be offered on a rotating basis to the members. The intent of
 22 these structured learning experiences is to actively involve members in identifying and developing their
 23 own positive work identities. From pre-vocational training, members are assisted and encouraged in
 24 beginning work in the community. The focus of the program is to find employment settings that match
 25 the members’ interests, abilities, aptitudes, strengths and individualized goals.

26 c. Job Coaching/Developing: A Job Coach/Developer is to assist ~~clients~~ Consumers in the
 27 exploration of various career options as well as actively strategizing collaborative relationships in the
 28 private and public sector to create job opportunities for members. This position will work closely with
 29 management staff and the Data Analyst to explore and implement evidence-based ~~best practices~~ Best
 30 Practices in this area.

31 //

32 5. Family and Peer Support Services:

33 a. Connection to community, family and friends is a critical element to ~~recovery~~ Recovery
 34 and shall be an integral part of CONTRACTOR’s services. The PSCs will work to include
 35 ~~client's~~ Consumer's natural support system in treatment and services and peers will be hired as Peer
 36 Recovery Specialists to assist members in their ~~recovery~~ Recovery.

37 b. Supportive Socialization and Meaningful Community roles. Provide ~~client~~ Consumer

1 directed services that will assist ~~clients~~ Consumers in their ~~recovery~~ Recovery, self-sufficiency and in
2 seeking meaningful life activities and relationships.

3 6. Transportation Services: These services may include, but not be limited to: provision of
4 bus tickets; transportation to appointments deemed necessary for the ~~client~~ Consumer care; or
5 transportation for emergency psychiatric evaluation or treatment.

6 7. Money Management/Representative Payee Support Services: CONTRACTOR shall
7 designate a bonded Representative Payee Services to provide money management services to those
8 ~~consumers~~ Consumers who cannot manage their finances.

9 8. On-call Services: Clinicians must be available twenty-four (24) hours per day, seven (7)
10 days per week for intensive case management and crisis intervention for enrolled ~~clients~~ Consumers.

11 9. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall designate an individual
12 to access financial benefits and/or entitlements, or other needed community services for eligible
13 individuals.

14 10. Housing Services: This service category includes linkage and placement services, which
15 involve the assessment, determination of need and securing of adequate and appropriate living
16 arrangements through a variety of supportive housing services in a safe secure environment that is
17 appropriate for the ~~client~~ Consumer population. Strategies may vary and options such as transitional or
18 respite housing may be indicated in the initial stages, whereas permanent supportive housing or
19 independent housing is the long-term goal. Temporary housing, such as a motel or other temporary
20 shelter, is not required during the initial assessment phase of a ~~client~~ Consumer (pre-enrollment) and
21 utilization of this type of housing during the assessment phase should be on a case by case basis. If it is
22 determined that temporary housing is needed, CONTRACTOR should use their best judgment to meet
23 the ~~client's~~ Consumer's needs. CONTRACTOR shall notify ADMINISTRATOR the next business day
24 of such occurrences. All Housing options provided by a FSP must meet minimal requirements set by the
25 COUNTY's MHSa Coordination Office and outlined in the Policy Manual for Adult and Older Adult
26 FSP Programs. CONTRACTOR's staff shall include a Housing Specialist to provide housing services to
27 all enrolled members. Housing services may include:

28 a. Emergency Housing - Immediate shelter for critical access for ~~individuals~~ Consumers
29 who are homeless or have no other immediate housing options available. Emergency housing is a time-
30 limited event and shall only be utilized until a more suitable housing arrangement can be secured.
31 Emergency

32 //

33 housing is not required during the initial assessment phase of a ~~client~~ Consumer (pre-enrollment) unless
34 approved in advance by ADMINISTRATOR.

35 b. Motel Housing - CONTRACTOR For those who may be unwilling or are inappropriate for a shelter, or
36 when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and
37 shall only be utilized as a last resort until a more appropriate housing arrangement can be secured.

1 Motel housing is not required during the initial assessment phase of a ~~client~~Consumer (pre-enrollment)
 2 unless approved in advance by ADMINISTRATOR. Pre-purchase of motel rooms shall be in
 3 accordance with CONTRACTOR's P&P, as identified in the Responsibilities Paragraph of this Exhibit
 4 A.

5 c. Transitional Housing – For individuals who will benefit from an intermediate step
 6 between shelter and permanent housing. Transitional housing is generally time-limited, up to eighteen
 7 (18) months, and provides structures and programming in the context of housing such as Board and Care
 8 or Room and Board. Providers may look into housing options such as master leasing.

9 d. Permanent Housing – Allows residents to have their own unit or bedroom. Residential
 10 Treatment Program and sober living as a housing option must be available for consideration when
 11 appropriate to provide the member with the highest probability of success towards ~~recovery~~Recovery.

12 11. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be
 13 located at the program site and will provide an opportunity for ~~clients~~Consumers to develop
 14 organizational, social and leadership skills as they design a program that meets ~~consumer~~Consumer
 15 needs. All activities and groups offered are designed and run by ~~clients~~Consumers enrolled in
 16 CONTRACTOR's FSP. CONTRACTOR shall offer a variety of groups based on ~~client~~Consumer
 17 interest and need and may include, but not be limited to: Men's and Women's Groups, Relapse
 18 Prevention, Dual Recovery, AA/NA, Life and Skills Building, Speaker Meetings, etc.

19 12. Meaningful Community Roles – CONTRACTOR shall assist each member to find some
 20 meaningful role in his/her life that is separate from the mental illness. The person needs to see himself
 21 or herself in "normal" roles such as employee, son, mother and neighbor. CONTRACTOR shall work
 22 with each member to join the larger community and interact with people who are unrelated to the mental
 23 illness.

24 13. Intensive Case Management Service – CONTRACTOR shall provide intensive case
 25 management which shall include a smaller caseload size, team management, an emphasis on
 26 ~~outreach~~Outreach, and an assertive approach to maintaining contact with ~~clients~~Consumers.

27 D. Program Specific Services – Enhanced Members

28 1. Shall coordinate members' needs and services with the Residential Rehabilitation providers
 29 while the ~~clients~~Consumers are residing in Residential Rehabilitation facilities.

30 2. Shall coordinate ~~engagement~~Engagement services and placement of ~~clients~~Consumers into
 31 the FSP with ADMINISTRATOR assigned staff once ~~clients~~Consumers are identified and are ready to
 32 be discharged from an IMD or MHRC.

33 //

34 3. Develop transition groups for members who are coming from an IMD or MHRC that details
 35 the expectations of the FSP, the responsibilities of the members, FSP, and other partners involved in the
 36 members' ~~recovery~~Recovery, and the ultimate goal of community integration and graduation.

37 4. Shall have monthly meetings with ADMINISTRATOR to review members' progress and

1 share information such as housing status, group attendance, medication compliance, hospitalization, and
2 progress towards Recovery.

3 E. Program Specific Services – Court Members

4 1. Shall coordinate services within the guidelines set forth by the ~~Court~~court.

5 2. Shall work in a collaborative and create a culture and environment that shall involve all
6 interested parties such as but not limited to the ~~Court~~court, ADMINISTRATOR, and the various housing
7 operators.

8 3. Shall perform three (3) scheduled and one (1) unscheduled drug testing each month and
9 report any unfavorable findings to the ~~Court~~court.

10 4. Shall assist members in making their scheduled court dates and in some instances, attending
11 ~~Court~~court hearings with the members.

12 5. Develop transition groups for members that detail the expectations of the ~~Court~~court, the
13 responsibilities of the members, FSP, and other partners involved in the members' ~~recovery~~Recovery,
14 and the ultimate goal of community integration and graduation.

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

17
18 **V. COLLABORATION REQUIREMENTS**

19 A. Coordination shall be required with the ADMINISTRATOR, Public Guardian's Office,
20 Collaborative Courts, designated Residential Rehabilitation operators, long-term care facilities, and
21 other providers and community resources.

22 B. Ongoing collaboration shall be required with a variety of stakeholders involved with individual
23 ~~consumers~~Consumers, including family members and significant others; employers; COUNTY
24 departments and agencies, such as, but not limited to Collaborative Courts, Public Guardian, and LPS
25 staff.

26 C. Key Elements of collaboration in this program shall include, but are not limited to, the
27 following:

28 1. Engagement – shall be conducted by CONTRACTOR through collaboration with PA/PG,
29 IMDs, MHRC, and Residential Rehabilitation providers.

30 a. ADMINISTRATOR Role: Support Engagement, conducts eligibility determination, and
31 approves pre-enrollment for all ~~consumers~~Consumers who enter the program.

32 b. CONTRACTOR Role: The CONTRACTOR shall design, coordinate activities, engage
33 in ~~outreach~~Outreach activities, and shall ensure that those engaged through ~~outreach~~Outreach are
34 assessed and, once

35 //

36 enrolled, assigned a PSC. The CONTRACTOR shall be required to collect data for entry into an
37 approved data collection system.

1 2. Personal Service Coordination – The CONTRACTOR shall utilize PSCs who shall provide
 2 primary support, facilitate the development of a person-centered ~~recovery~~ Recovery plan, and coordinate
 3 the access of supports and services necessary to support the ~~consumer~~ Consumer to achieve the goals of
 4 his/her ~~recovery~~ Recovery plan.

5 a. ADMINISTRATOR Role: ADMINISTRATOR shall provide support to
 6 CONTRACTOR’s PSCs with available COUNTY resources and act as a liaison with PA/PG.

7 b. CONTRACTOR Role: CONTRACTOR shall provide culturally sensitive personal
 8 service coordination in English, Spanish, Vietnamese, ~~and~~ Farsi, ~~and~~ Korean. CONTRACTOR shall
 9 work with the COUNTY or other interpreters for other languages as needed. Direct capacity to conduct
 10 culturally and linguistically appropriate ~~outreach~~ Outreach and to serve ~~consumers~~ Consumers in other
 11 Asian languages and ASL is highly desirable.

12 3. Integrated Service Team: Each PSC shall be supported by an Integrated Service Team that
 13 shall include ADMINISTRATOR and CONTRACTOR staff. The Integrated Service Team shall meet at
 14 least weekly to coordinate supports, problem solve, and develop exit strategies/discharge planning. The
 15 Integrated Service Team shall be available to all ~~consumers~~ Consumers on a twenty-four (24)-hour per
 16 day/seven (7) days per week basis. The identified Residential Rehabilitation providers shall also
 17 participate on the Integrated Service Team.

18 a. ADMINISTRATOR Role: ADMINISTRATOR staff shall participate on the Integrated
 19 Service Team.

20 b. Contractor Role: The Contractor shall facilitate the Integrated Service Team. All
 21 service-provision staff shall participate on the Integrated Service Team.

22 D. Residential Rehabilitation Facilities are an integral component of this program and shall be part
 23 of the collaborative team to include ADMINISTRATOR, CONTRACTOR, and Residential Care Staff.
 24 This collaborative team shall review all cases before accepting from IMD and discuss needs, supports,
 25 areas of risk and work as a single unit in strategizing and implementing the services necessary to allow
 26 the new member the best opportunity to succeed.

27 E. This program shall also call for collaborative partnership with ADMINISTRATOR who will be
 28 assigned to work as liaison between the Collaborative Court and the CONTRACTOR on the
 29 ~~referral~~ Referral of misdemeanor offenders found to be of questionable competency to assist in their own
 30 defense. ADMINISTRATOR will be the liaison between the Collaborative Court and CONTRACTOR.
 31 This collaborative court will model after the ten components of Drug Court.

32 F. Discharge of ~~consumers~~ Consumers from the program shall be determined by the
 33 ~~consumers~~ Consumers’ movement along the ~~recovery~~ Recovery continuum and shall be a coordinated
 34 effort between the ADMINISTRATOR and CONTRACTOR.

35 //

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

VI. ~~STAFFING~~ 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 will be equal to an average of forty (40) hours work per week.

PROGRAM	FTE
Regional Director	0. 50 <u>30</u>
Program Director/Administrator	1.00
Clinical Director	1.00
Business Office Manager	1.00
Regional IS Business Specialist	0.13
Employee Relations Manager	0.25
Data Mining and Analysis Specialist	1.00 <u>0.5</u>
	<u>0</u>
Billing Specialist	2.00
Administrative Assistant/Receptionist/Human Resources Clerk	1.00
Medical Records Clerk <u>Technician</u>	1.00
Driver	1.00
PSC I	3.00
PSC II	4.00
Team Leader	1.00
Housing Specialist	1.00
Education/Employment Specialist	1.00
Peer Support Specialist	1.00
Licensed Vocational Nurse	1.00 <u>50</u>
Psychiatrist (Subcontractor)	0.75
<u>Drug Testing Coordinator</u>	<u>0.38</u>
<u>Drug Testing Technician</u>	<u>0.13</u>
TOTAL CONTRACT FTEs	22.63<u>69</u>

B. All staff are responsible for their assigned job duties with Clinical Supervisor and Program Director having ultimate responsibility.

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

1 staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless
 2 ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff.
 3 Salary savings resulting from such vacant positions may not be used to cover costs other than salaries
 4 and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

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

11 E. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 12 any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

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

16 G. WORKLOAD STANDARDS

17 1. One (1) ~~Direct Service Hour~~ (DSH) will be equal to sixty (60) minutes of direct
 18 ~~client~~ Consumer service.

19 2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one
 20 thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include
 21 Mental Health, Case Management, Crisis Intervention, and Medication Management Services. One (1)
 22 DSH shall be equal to one (1) hour. CONTRACTOR understands and agrees that this is a minimum
 23 standard and shall make every effort to exceed this minimum.

24 3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of
 25 ~~eleven~~twelve thousand ~~seven~~six hundred ~~(11,700)~~and ~~ninety-six~~ (12,696) direct service hours for
 26 ~~client~~ Consumer related services, with a minimum of ~~two~~three thousand ~~one hundred~~ (2,100) ~~ninety-six~~
 27 (3,096) hours of medication support services and nine thousand six hundred (9,600) hours of other
 28 mental health, case management and/or crisis intervention services as outlined below.

29 4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and five
 30 (105) ~~clients~~ Consumers throughout the term of the Agreement. The make-up of the ~~clients~~ Consumers
 31 shall be as follows: eighty (80) ~~clients~~ Consumers from referred from ADMINISTRATOR who have a
 32 history in IMDs or in long term residential care facilities and twenty-five (25) ~~clients~~ Consumers referred
 33 from the COUNTY ~~Courts~~ courts. CONTRACTOR understands and agrees that this is a minimum
 34 requirement and shall make every effort to exceed this minimum.

35 H. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as
 36 stated in CCR: Title 9 - Rehabilitative and Developmental Services,
 37 Division 1 - DHCS.

#

I. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in ~~recovery~~ 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.

J. A limited number of clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

K. CONTRACTOR may augment paid staff with volunteers or ~~interns~~ Interns upon written approval of ADMINISTRATOR.

1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each student ~~intern~~ Intern providing ~~mental health services~~ Mental Health Services and one (1) hour of supervision for each ten (10) hours of treatment for student ~~interns~~ Interns providing substance abuse services. Supervision will be in accordance to that set by the BBS. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

2. An ~~intern~~ Intern is an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.

3. Volunteer and student ~~intern~~ Intern services shall not comprise more than twenty percent (20%) of total services provided.

L. CONTRACTOR shall maintain personnel files for each staff member, including the Regional Director and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

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

VII. 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

1 later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must
 2 request in writing any extensions to the due date of the monthly required reports. If an extension is
 3 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

4 //

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

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

23 D. PROGRAMMATIC

24 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated
 25 below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by
 26 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter
 27 being reported unless otherwise specified. Mental Health Programmatic reports will include the
 28 following:

- 29 a. Report of placement and movement of ~~consumers~~ Consumers along the continuum of
 30 services using guidelines for monthly report;
- 31 b. Number of 5150 ~~participants~~ consumers;
- 32 c. Voluntary and involuntary hospitalizations;
- 33 d. Special incidences;
- 34 e. Individuals and days in vocational and educational programs;
- 35 f. Direct service hours by staff;
- 36 g. Chart compliance;
- 37 h. Number of ~~referrals~~ Referrals and reasons why ~~clients~~ Consumers have been discharged

1 from the program;

2 i Staff changes;

3 j. Status of licenses and/or certifications;

4 k. Changes in population served and reasons for any such changes;

5 l. Any additional pertinent facts or interim findings related to the program or the

6 ~~consumers;~~ Consumers;

7 m. Updates on the progression towards data driven goals as well as the implementation of

8 EBPs; and

9 //

10 n. Description of CONTRACTOR's progress in implementing the provisions of the

11 Agreement; and

12 2. CONTRACTOR shall state whether the program is or is not progressing satisfactorily in
13 achieving all the terms of the Agreement, and if not, shall specify what steps will be taken to achieve
14 satisfactory progress.

15 E. PERFORMANCE OUTCOME OBJECTIVES - On a quarterly basis, CONTRACTOR shall
16 report the Performance Outcome Objectives as outlined in Subparagraph ~~VIII.F.1. through VIII.F.8.~~ the
17 Responsibilities Paragraph of this Exhibit A to the Agreement.

18 F. DATA CERTIFICATION - CONTRACTOR shall certify the accuracy of their outcome data.
19 Outcome data entered into an approved data collection system that is or will be compatible with the
20 ADMINISTRATOR's EHR and submitted to the COUNTY detailing the PAF, 3M's, KET data and
21 complete ~~client~~ Consumer database must be certified with the submission of their monthly data.
22 Submissions shall be uploaded to an approved File Transfer Protocol site and include two files. The first
23 shall be an Access database; the second shall be a XML formatted file for submission to the State DCR.

24 1. CONTRACTOR shall ensure that all staff is knowledgeable of the data reports available
25 from their approved data collection system and how to utilize them to ensure accuracy of the data.

26 2. CONTRACTOR is required to review the dataset and certify its accuracy on a Certification
27 of Accuracy of Data form. It is recommended that the review of the "Domain Status Changes" process
28 be part of CONTRACTOR's supervisory weekly staff meeting.

29 3. In the event there are inaccuracies in the data, they must be corrected immediately.
30 CONTRACTOR shall inform the ADMINISTRATOR's Adult and Older Adult Performance Outcome
31 Department ~~as well as the ADMINISTRATOR~~ of the inaccuracies they have identified and corrected,
32 and if the data was already sent to the ~~COUNTY~~ ADMINISTRATOR. If corrections were made after the
33 original submission date a revised Certification of Accuracy of Data form is required.

34 4. CONTRACTOR shall ensure that Data Certification is completed by the tenth (10th) day of
35 each month for the data covering the previous month. A completed Certification of Accuracy of Data
36 form must be faxed then mailed to the ~~COUNTY's~~ ADMINISTRATOR's Adult and Older Adult FSP
37 Coordination Office.

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

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

7 ~~Reports Paragraph of this Exhibit A to the Agreement.~~

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11 **VIII. RESPONSIBILITIES**

12 A. CONTRACTOR shall ensure that all new clinical and supervisory staff ~~completes~~complete the
13 COUNTY’s Annual Provider Training ~~and Annual Compliance Training.~~

14 ~~— B. COUNTY shall provide, or cause to be provided, training and ongoing consultation to~~
15 ~~CONTRACTOR’s staff to assist~~ responsible for input into IRIS complete IRIS New User Training.
16 ~~CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&Ps,~~
17 ~~documentation standards and any state regulatory requirements~~ shall ensure that all staff complete the
18 COUNTY’s Annual Provider Training.

19 ~~C.~~ CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
20 P&Ps. CONTRACTOR and ADMINISTRATOR’s P&Ps as related to the services provided in this
21 Exhibit A to the Agreement. CONTRACTOR shall provide signature confirmation of the P&P training
22 for each staff member and place in their personnel files.

23 **DC.FLEXIBLE FUNDS**

24 1. CONTRACTOR shall ~~provide initial and on-going training and staff development that~~
25 ~~includes but is not limited to~~ follow the following:

26 ~~1. FLEXIBLE FUNDS~~

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

33 ~~b. CONTRACTOR shall ensure that utilization of Flexible Funds is~~ procedures identified
34 below and as specified by ADMINISTRATOR, regarding the request for, use, and accounting of
35 Individual Services and Support funds (Flexible Funds):

36 a. Flexible Funds shall be individualized ~~and~~ appropriate, reasonable, and justified for the
37 treatment of client’s ~~a~~ Consumer’s mental illness and overall quality of life.

~~c. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR's monthly Expenditure and Revenue Report.~~

~~d. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a client.~~

~~e. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:~~

~~1) Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible Funds shall be individualized according to client's needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINSTRATOR;~~

~~2) Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;~~

~~3) Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of client's lease/rental agreements, general ledgers needs documented in client's master treatment plans;~~

~~4) Statement indicating that b. Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available and/or accessible in a timely manner, or are not appropriate for a client's Consumer's situation. PSCs will Designated CONTRACTOR staff shall assist clients Consumers in exploring other available resources; whenever possible, prior to utilizing Flexible Funds;~~

~~5) Statement indicating c. Flexible Funds expenditures for various types of purchases shall be identified as allowable, unallowable, or require discussion with ADMINISTRATOR;~~

~~d. Flexible Funds shall not to be used for housing for Consumers that no have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing, by ADMINISTRATOR;~~

~~e. Flexible Funds shall not be given in the form of cash to any Consumer, either enrolled or in the Outreach and Engagement phase of the CONTRACTOR's program;~~

~~f. Pre-purchases shall only be for food, transportation, clothing and motels or other purchases as required and appropriate, and approved in advance and in writing, by ADMINISTRATOR;~~

~~g. Pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be limited to a combined \$5,000 supply on-hand at any given time, and that all voucher and/or gift card purchases and disbursements shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to not more than \$25 each, unless otherwise~~

1 approved in advance and in writing, by ADMINISTRATOR.

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

5 //

6 2. CONTRACTOR's process for documenting and accounting for all Flexible Fund
7 expenditures, shall include, but not be limited to, retention of comprehensible source documentation
8 such as receipts, copies of lease/rental agreements for Consumer housing, general ledgers, and needs
9 shall be documented in Consumer's master treatment plans;

10 3. CONTRACTOR shall obtain written authorization from ADMINISTRATOR for individual
11 purchases made on behalf of a Consumer and/or Consumer family member(s) in the amount(s) as
12 determined by ADMINISTRATOR;

13 a. Gift cards and vouchers for Consumers shall be securely stored and documentation of
14 their disbursement, including end-of-year process accounting for gift cards still in staff possession, shall
15 be maintained by CONTRACTOR.

16 b. A single Flexible FundsFund expenditure, in excess of \$1,000, shall not be made
17 without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may
18 exceed the \$1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next
19 business day of such an expense. Said notification shall include total costs and a justification for the
20 expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in
21 disallowance of the expenditure;

22 ~~6) Statement that pre purchases shall only be for food, transportation, clothing and~~
23 ~~motels, as required and appropriate;~~

24 ~~7) Statement indicating that pre purchases of food, transportation and clothing~~
25 ~~vouchers and/or gift cards shall be limited to a combined, \$5,000 supply on hand at any given time and~~
26 ~~that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated~~
27 ~~CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than~~
28 ~~twenty five (\$25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;~~

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

32 ~~9) Statement indicating that Flexible Funds are not to be used for housing for clients~~
33 ~~that have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing,~~
34 ~~by ADMINISTRATOR;~~

35 ~~10) Statement indicating that Flexible Funds shall not be given in the form of cash to~~
36 ~~any clients either enrolled or in the outreach and engagement phase of the CONTRACTOR's program;~~
37 ~~and~~

~~11) Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for clients, including end of year process accounting for gift cards still in staff possession.~~

~~2~~ 4. CONTRACTOR shall designate staff to authorize Flexible Fund expenditures and that the mechanism used to ensure this staff has timely access to Flexible Funds is identified;

5. CONTRACTOR shall report Flexible Funds expenditure detail monthly, on a form provided or approved by ADMINISTRATOR. The Flexible Fund report shall be submitted with CONTRACTOR's monthly Expenditure and Revenue Report. The report 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 report.

6. CONTRACTOR shall develop and maintain a P&P regarding Flexible Funds that incorporates at a minimum the requirements as specified in Subparagraph C.1. above. CONTRACTOR shall submit said P&P to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. If the Flexible Fund P&P has not been approved by ADMINISTRATOR within sixty (60) calendar days from the start of the Agreement, any subsequent Flexible Fund expenditures may be disallowed by ADMINISTRATOR.

D. DATA CERTIFICATION

~~a~~1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement.

~~b~~2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Agreement. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Agreement, the Certification of Accuracy of

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Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Agreement.

~~e~~3. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

~~d~~4. CONTRACTOR shall have an identified individual who shall:

~~1~~a. Review the approved data collection database for accuracy and to ensure that each field is completed;

~~2~~b. Develop processes to ensure that all required data forms are completed and updated when appropriate;

~~3~~c. Review the approved data collection system reports to identify trends, gaps and quality of care;

1 ~~4~~d. Submit monthly approved data collection system reports to ADMINISTRATOR by
 2 the tenth (10th) of every month for review and return within two (2) weeks with identified corrections;
 3 and

4 ~~5~~e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is
 5 correct.

6 ~~6~~f. CONTRACTOR will be responsible for ensuring monthly evaluation of members
 7 using MORS and entering the MORS data into approved data collection system. The rating for each
 8 individual member will be entered under the clinical assessment tools. It is expected that the rating for
 9 each member will be part of the review done by the Program ~~Directors~~ Director prior to signing the Data
 10 Certification Form each month.

11 E. CONTRACTOR shall have an identified individual who shall:

12 1. Complete one hundred percent (100%) chart review of ~~client~~ Consumer charts regarding
 13 clinical documentation and insuring all charts are in compliance with medical necessity and Medi-Cal
 14 chart compliance;

15 2. Provide clinic direction and training to PSCs on encounter documents and treatment plans;

16 3. Become a certified reviewer by the ADMINISTRATOR's Quality Improvement and
 17 Program Compliance unit within six months of the start of the ~~AGREEMENT~~ Agreement;

18 4. Oversee all aspects of the clinical services of the ~~recovery~~ Recovery program;

19 5. Coordinate with in-house clinicians, medical director and/or nurse regarding
 20 ~~client~~ Consumer treatment issues, professional consultations, or medication evaluations;

21 6. Review and approve all quarterly logs submitted to ADMINISITRATOR, i.e., medication
 22 monitoring, second opinion and request for change of provider; and

23 7. Participate in program development and interact with other staff regarding difficult cases
 24 and psychiatric emergencies.

25 8. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in
 26 accordance with procedures developed by ADMINISITRATOR. CONTRACTOR shall ensure that all
 27 chart documentation complies with all federal, state and ~~local~~ COUNTY guidelines and standards.
 28 CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

29 9. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and
 30 practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports,
 31 if available, and if applicable.

32 10. ADMINISTRATOR shall review ~~client~~ Consumer charts to assist CONTRACTOR in
 33 ensuring compliance with ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.

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

36 12. ADMINISTRATOR shall review and approve all ~~admissions~~ Admissions, discharges from
 37 the program and extended stays in the program.

1 13. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.
2 14. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ADMINISTRATOR
3 P&Ps.

4 15. ADMINISTRATOR shall provide a written copy of all assessments completed on
5 ~~clients~~ Consumers referred for ~~admission~~ Admission.

6 F. CONTRACTOR shall be required to achieve Performance Outcome ~~Objectives~~ objectives and
7 track and report Performance Outcome ~~Objective~~ objective statistics in monthly programmatic reports, as
8 outlined below.

9 1. CONTRACTOR shall track and monitor the number of ~~clients~~ Consumers receiving services
10 (~~mental health services~~ Mental Health Services, intensive case management, housing, and vocational)
11 through number of ~~clients~~ Consumers admitted and engaged into services.

12 2. CONTRACTOR shall track the number of days ~~clients~~ Consumers are hospitalized and
13 work to reduce them through services provided in the Agreement.

14 3. CONTRACTOR shall track the number of days ~~clients~~ Consumers are incarcerated and
15 work to reduce them through services provided in the Agreement.

16 4. CONTRACTOR shall track the number of days ~~clients~~ Consumers are homeless and living
17 on the streets and work to reduce them through services provided in the Agreement.

18 5. CONTRACTOR shall track the number of ~~clients~~ Consumers gainfully employed and work
19 to increase them through services provided in the Agreement.

20 6. One (1) through five (5) in this section are the outcome measures by which the effectiveness
21 of your program will be evaluated. It is the responsibility of the provider to educate themselves with ~~best~~
22 ~~practices~~ Best Practices and those associated with attainment of higher levels of ~~recovery~~ Recovery.

23 7. CONTRACTOR shall track the number of ~~clients~~ Consumers at various stages on the
24 MORS.

25 8. CONTRACTOR shall track the number of ~~clients~~ Consumers who reach their employment
26 goals and are successfully discharged to a lower level of care.

27 G. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to
28 ensure compliance with workload standards and productivity.

29 H. CONTRACTOR shall attend meetings as requested by ADMINISITRATOR including but not
30 limited to:

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

33 2. Monthly management meetings with CONTRACTOR and ADMINISTRATOR to discuss
34 contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily
35 in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory
36 progress, compliance with P&Ps, review of statistics and clinical services;

37 3. Weekly meetings with ADMINISTRATOR to review program related issues;

- 1 4. Quarterly All FSP meetings;
- 2 5. Quarterly ~~QIC~~ Quality Improvement Committee meetings; and
- 3 6. Clinical staff training for individuals conducted by CONTRACTOR and/or
- 4 ~~COUNTY~~ ADMINISTRATOR staff.

5 I. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
6 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

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

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

13 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
14 conditions:

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

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

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

23 J. CONTRACTOR shall obtain a NPI.

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

26 2. CONTRACTOR, including each employee that provides services under the Agreement, will
27 obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement.
28 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
29 ADMINISTRATOR, all NPI as soon as they are available. For purposes of this paragraph, any reference
30 to employee means an employee of CONTRACTOR or an employee of subcontractor.

31 K. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
32 service provided under the Agreement to individuals who are covered by Medi-Cal and have not
33 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
34 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
35 Agreement.

36 L. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
37 with respect to any individual(s) who ~~have been referred to CONTRACTOR by COUNTY~~ are served

1 under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder
2 will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or
3 sectarian institution, or religious belief.

4 M. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded
5 ~~clients~~ Consumers.

6 N. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
7 conduct research activity on COUNTY ~~clients~~ Consumers without obtaining prior written authorization
8 from ADMINISTRATOR.

9 O. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
10 welfare of ~~clients~~ Consumers, including but not limited to serious physical harm to self or others, serious
11 destruction of property, developments, etc., and which may raise liability issues with COUNTY;
12 ~~CONTRACTOR shall notify COUNTY within twenty four (24) hours of any such serious adverse~~
13 ~~incident, and shall advise ADMINISTRATOR of any special incidents, conditions, or issues that~~
14 ~~adversely affect the quality or accessibility of Person related services provided by, or under contract with~~
15 ~~COUNTY, as set forth in Subparagraph C. of the Notices Paragraph of the Agreement.~~

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

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

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

35 //

36 //

37