

1 AGREEMENT FOR PROVISION OF
2 CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES

3 BETWEEN

4 COUNTY OF ORANGE

5 AND

6 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.

7 JULY 1, 2013 THROUGH JUNE 30, 2015

8
9 THIS AGREEMENT entered into this 1st day of July 2013, which date is enumerated for purposes
10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and ORANGE COUNTY
11 CHILD ABUSE PREVENTION CENTER, INC., a California nonprofit corporation (CONTRACTOR).
12 This Agreement shall be administered by the County of Orange Health Care Agency
13 (ADMINISTRATOR).
14

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

16
17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Children's In-
18 Home Crisis Stabilization Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Agreement Term: July 1, 2013 through June 30, 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:	\$ 905,312
Period Two Maximum Obligation	<u>905,312</u>
TOTAL MAXIMUM OBLIGATION:	\$1,810,624

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: Orange County Child Abuse Prevention Center, Inc.
500 S. Main St., Suite 1100
Orange, CA 92808
Scott Trotter, Executive Director
STrotter@brightfutures4kids.org

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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:

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4	A. ARRA	American Recovery and Reinvestment Act
5	B. BHS	Behavioral Health Services
6	C. CCC	California Civil Code
7	D. CCR	California Code of Regulations
8	E. CEO	County Executive Office
9	F. CFR	Code of Federal Regulations
10	G. CHPP	COUNTY HIPAA Policies and Procedures
11	H. COI	Certificate of Insurance
12	I. CRS	Crisis Residential Services
13	J. CSW	Clinical Social Worker
14	K. DD	Dual Diagnosis
15	L. D/MC	Drug/Medi-Cal
16	M. DHCS	Department of Health Care Services
17	N. DRS	Designated Record Set
18	O. DSH	Direct Service Hour
19	P. ePHI	Electronic Protected Health Information
20	Q. EPSDT	Early Periodic Screening, Diagnosis, and Treatment
21	R. FSP	Full Service Partnership
22	S. GAAP	Generally Accepted Accounting Principles
23	T. HCA	Health Care Agency
24	U. HHS	Health and Human Services
25	V. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
26		
27	W. HSC	California Health and Safety Code
28	X. IRIS	Integrated Records and Information System
29	Y. ISO	Insurance Services Office
30	Z. LCSW	Licensed Clinical Social Worker
31	AA. LPT	Licensed Psychiatric Technician
32	AB. LVN	Licensed Vocational Nurse
33	AC. MFT	Marriage and Family Therapist
34	AD. MHP	Mental Health Plan
35	AE. MHSA	Mental Health Services Act
36	AF. MIHS	Medical and Institutional Health Services
37	AG. NOA-A	Notice of Action

1	AH. NPI	National Provider Identifier
2	AI. NPP	Notice of Privacy Practices
3	AJ. OIG	Office of Inspector General
4	AK. OMB	Office of Management and Budget
5	AL. OPM	Federal Office of Personnel Management
6	AM. PC	State of California Penal Code
7	AN. PHI	Protected Health Information
8	AO. PII	Personally Identifiable Information
9	AP. PRA	Public Record Act
10	AQ. QIC	Quality Improvement Committee
11	AR. SIR	Self-Insured Retention
12	AS. SSA	Social Services Agency
13	AT. TAY	Transitional Age Youth
14	AU. TBS	Therapeutic Behavioral Services
15	AV. USC	United States Code
16	AW. WIC	State of California Welfare and Institutions Code
17	AX. WOC	Wraparound Orange County

II. ALTERATION OF TERMS

A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

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

III. ASSIGNMENT OF DEBTS

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

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IV. COMPLIANCE

A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA P&Ps relating to HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

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

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

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct do not contain all required elements.

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

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

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

1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of

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

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

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

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

13 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
14 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
15 Agreement.

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

22 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
23 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
24 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
25 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
26 Ineligible Person.

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

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

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

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

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

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

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

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

14 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

31
32 **V. CONFIDENTIALITY**

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

36 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
37 Agreement are clients of the Orange County Mental Health services system, and therefore it may be

1 necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information
2 regarding specific clients with COUNTY or other providers of related services contracting with
3 COUNTY.

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

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

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

18
19 **VI. COST REPORT**

20 A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a
21 portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they
22 are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or
23 consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements,
24 GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct
25 and indirect costs to and between programs, cost centers, services, and funding sources in accordance
26 with such requirements and consistent with prudent business practice, which costs and allocations shall
27 be supported by source documentation maintained by CONTRACTOR and available at any time to
28 ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for
29 mental health services that are administered by HCA, consolidation of the individual Cost Reports into a
30 single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.
31 CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business
32 days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a
33 consolidated Cost Report.

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

37 //

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

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

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

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

18 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
19 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
20 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are
21 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The
22 individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if
23 any.

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

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

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

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

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

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

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

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

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

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

35 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
36 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
37 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a

1 change in fifty percent (50%) or more of Board of Directors of CONTRACTOR at one time shall be
2 deemed an assignment pursuant to this Paragraph. Any attempted assignment or delegation in
3 derogation of this Subparagraph shall be void.

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

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

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

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

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

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

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

28
29 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

30 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
31 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
32 consultants performing work under this Agreement meet the citizenship or alien status requirement set
33 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
34 subcontractors, and consultants performing work hereunder, all verification and other documentation of
35 employment eligibility status required by federal or state statutes and regulations including, but not
36 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
37 //

1 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
2 covered employees, subcontractors, and consultants for the period prescribed by the law.

3
4 **IX. EQUIPMENT**

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

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

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

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

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

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

37 //

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

5 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
6 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.
7

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

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

14 B. CONTRACTOR shall, at its own expense, provide and maintain the organizational and
15 administrative capabilities required to carry out its duties and responsibilities under this Agreement and
16 in accordance with all the applicable statutes and regulations pertaining to Medi-Cal Providers.
17

18 **XI. INDEMNIFICATION AND INSURANCE**

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

29 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
30 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
31 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
32 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the
33 entire term of this Agreement. In addition, all subcontractors performing work on behalf of
34 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
35 conditions as set forth herein for CONTRACTOR.

36 C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
37 indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an

1 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
 2 CEO/Office of Risk Management.

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

5 E. QUALIFIED INSURER

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

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

13 F. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 14 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
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

31 G. REQUIRED COVERAGE FORMS

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

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

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

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

4 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance
5 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
6 non-contributing.

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

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

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

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

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

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

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

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

32 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

- 34 a. Prior to the start date of this Agreement.
- 35 b. No later than the expiration date for each policy.

36 //

37 //

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

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

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

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

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

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

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

22 23 **XII. INSPECTIONS AND AUDITS**

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

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

1 C. AUDIT RESPONSE

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

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

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

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

21
22 **XIII. LICENSES AND LAWS**

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

31 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

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

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

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

- 20 1. ARRA of 2009.
- 21 2. WIC, Divisions 5, 6 and 9.
- 22 3. State of HSC, §§1250 et seq.
- 23 4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
- 24 5. CCR, Title 9, Title 17, and Title 22.
- 25 6. CFR, Title 42 and Title 45.
- 26 7. USC Title 42.
- 27 8. Federal Social Security Act, Title XVIII and Title XIX.
- 28 9. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
- 29 10. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
- 30 11. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 31 12. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 32 13. P&Ps set forth in MHSA.
- 33 14. P&Ps set forth in DHCS Letters.
- 34 15. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 35 16. OMB Circulars A-87, A-89, A-110, A-122.
- 36 17. Title 22, CCR, §51009.
- 37 18. California WIC, §14100.2.

1 19. D/MC Certification Standards for Substance Abuse Clinics, July 2004.

2 20. D/MC Billing Manual (March 23, 2010).

3 21. Federal Medicare Cost reimbursement principles and cost reporting standards.

4 22. Orange County Medi-Cal Mental Health Managed Care Plan.

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

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

10 E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or
11 waivers to provide Medi-Cal billable treatment services at school or other sites requested by
12 ADMINISTRATOR.

13
14 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

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1 **XV. MAXIMUM OBLIGATION**

2 The Total Maximum Obligations of COUNTY for services provided in accordance with this
3 Agreement and the separate Maximum Obligations for Period One and Period Two are as specified in
4 the Referenced Contract Provisions of this Agreement.

5
6 **XVI. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

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

16 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
17 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
18 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
19 for training, including apprenticeship.

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

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

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

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

36 **B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not**
37 **discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities**

1 on the basis of 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 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
4 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
5 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
6 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
7 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
8 changed. For the purpose of this Nondiscrimination Paragraph, Discrimination includes, but is not
9 limited to the following based on one or more of the factors identified above:

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

19 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
20 through a written statement that CONTRACTOR and/or subcontractor’s clients may file all complaints
21 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
22 ADMINISTRATOR, or COUNTY’s Patient’s Rights Office.

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

27 a. COUNTY shall establish a formal resolution and grievance process in the event
28 informal processes do not yield a resolution.

29 b. Throughout the problem resolution and grievance process, client rights shall be
30 maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be
31 informed of their right to access the Patients’ Rights Office at any time.

32 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
33 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

34 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
35 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
36 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101
37 et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons with

1 disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et
2 seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

11
12 **XVII. NOTICES**

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

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

18 2. When faxed, transmission confirmed;

19 3. When sent by Email; or

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

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

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

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

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XVIII. NOTIFICATION OF DEATH

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

4 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain
5 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
6 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

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

12 2. WRITTEN NOTIFICATION

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

16 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
17 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within
18 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served
19 pursuant to this Agreement.

20 C. If there are any questions regarding the cause of death of any person served pursuant to this
21 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related
22 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
23 Notification of Death Paragraph.

24
25 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

33
34 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

35 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
36 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
37 accordance with this Agreement and all applicable requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **XXI. RESEARCH AND PUBLICATION**

19 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
20 result of this Agreement for the purpose of personal publication.
21

22 **XXII. REVENUE**

23 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
24 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
25 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,
26 according to their ability to pay as determined by the DHCS' UMDAP procedure or by other payment
27 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title
28 9 of the CCR. Such fee shall not exceed the actual cost of services provided. No client shall be denied
29 services because of an inability to pay.
30

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

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

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

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

6
7 **XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

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

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

28
29 **XXIV. SEVERABILITY**

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

35 //
36 //
37 //

XXV. SPECIAL PROVISIONS

1
2 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
3 purposes:

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

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

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

XXVI. STATUS OF CONTRACTOR

1
2 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
3 wholly responsible for the manner in which it performs the services required of it by the terms of this
4 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
5 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
6 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
7 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
8 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
9 subcontractors as they relate to the services to be provided during the course and scope of their
10 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
11 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
12 to be COUNTY's employees.

13
14 **XXVII. TERM**

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

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

22
23 **XXVIII. TERMINATION**

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

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

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

- 32 1. The loss by CONTRACTOR of legal capacity.
33 2. Cessation of services.
34 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
35 another entity without the prior written consent of COUNTY.
36 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
37 required pursuant to this Agreement.

1 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
2 Agreement.

3 6. The continued incapacity of any physician or licensed person to perform duties required
4 pursuant to this Agreement.

5 7. Unethical conduct or malpractice by any physician or licensed person providing services
6 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
7 removes such physician or licensed person from serving persons treated or assisted pursuant to this
8 Agreement.

9 D. CONTINGENT FUNDING

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

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

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

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

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

23 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
24 above, CONTRACTOR shall do the following:

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

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

29 3. Until the date of termination, continue to provide the same level of service required by this
30 Agreement.

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

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

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

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

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

9 9. Provide written notice of termination of services to each client being served under this
10 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
11 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
12 day period.

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

15
16 **XXIX. THIRD PARTY BENEFICIARY**

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

20
21 **XXX. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.

5
6 BY: _____ DATED: _____
7


8
9 TITLE: _____
10

11
12
13 COUNTY OF ORANGE

14
15
16 BY: _____ DATED: _____
17

18 HEALTH CARE AGENCY
19

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

25
26 BY:  DATED: 4/10/13
27

28 DEPUTY
29
30
31
32
33
34

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.
JULY 1, 2013 THROUGH JUNE 30, 2015

I. DEFINITIONS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Agreement. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

A. Active and Ongoing Case Load means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to clients into COUNTY's IRIS Documentation also includes level, frequency, and duration of services received by clients, and these services must be consistent with clients' level of impairments as well as treatment goals. In addition, services are to be individualized and solution-focused, using evidenced-based practices.

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

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

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

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

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

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

//

1 H. CRS means an alternative to providing acute psychiatric hospital services for individuals who
2 otherwise would require hospitalization.

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

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

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

14 L. Family Resource Center Services means Mental Health Services provided to clients that are
15 actively enrolled at the COUNTY's SSA's FRC. FRC is a consortium of agencies providing human
16 services in a single site and under the auspices of SSA.

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

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

23 O. Intake means the initial meeting between a client and CONTRACTOR's staff, and includes an
24 evaluation of the client to determine if the client meets program criteria and is willing to seek services.

25 P. IRIS means the COUNTY's database system that collects clients' information such as
26 registration, scheduled appointments, laboratory information system, invoice and reporting capabilities,
27 compliance with regulatory requirements, electronic medical records, and other relevant applications.

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

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

37 //

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

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

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

13 V. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the
14 Department of Justice (DOJ) for the completion of a criminal record check, typically required of
15 employees who have direct contact with clients.

16 W. Medi-Cal means the State of California's implementation of the Medicaid health care program
17 which pays for a variety of medical services for children and adults who meet eligibility criteria for these
18 services.

19 X. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined in
20 the COUNTY MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health
21 Services.

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

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

35 1. Assessment means a service activity, which may include a clinical analysis of the history
36 and current status of a client's mental, emotional, behavioral disorder, and relevant cultural issues.

37 //

1 The Assessment also needs to include history of services being provided, diagnosis, and use of testing
2 procedures.

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

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

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

14 5. Medication Support Services means services provided by licensed physicians, registered
15 nurses, or other qualified medical staff, which include: prescribing, administering, dispensing and
16 monitoring of psychiatric medications or biologicals that are necessary to alleviate symptoms of mental
17 illness. These services also include evaluation and documentation of the clinical justification and
18 effectiveness of medication, dosage, side effects, compliance, and response to medication. In addition,
19 the licensed physicians, registered nurses, or other qualified medical staff must obtain informed consent
20 from clients prior to providing medication education and plan development related to the delivery of
21 these services and/or assessment to clients.

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

26 7. Targeted Case Management means services that assist a client to access needed medical,
27 educational, social, prevocational, vocational, rehabilitative, or other community services. These service
28 activities may include, but are not limited to: communicating and coordinating services through referral;
29 monitoring service delivery to ensure clients' access to service and the service delivery system; and
30 tracking of clients' progress and plan development.

31 8. TBS means one-on-one behavioral interventions with a client, which is designed to reduce
32 or eliminate targeted behaviors as identified in the client's treatment plan. Collateral services are also
33 provided to parent(s)/guardian(s) as part of TBS. Clients must be Medi-Cal eligible and meet TBS class
34 membership and service need requirements. Documentation in the medical record must support Medical
35 Necessity for these intensive services. Cases in which clients are receiving more than twenty (20) hours
36 per week of TBS or those who are expected to receive more than four months (120 days) of TBS must

37 //

1 be approved by ADMINISTRATOR. ADMINISTRATOR has to approve individuals that are delivering
2 these intervention services to ensure they are qualified to deliver these services.

3 9. Therapy means a therapeutic intervention that focuses primarily on symptom reduction as a
4 means to improve functional impairments. Therapy may be delivered to a client or a group of clients,
5 which may include family therapy with client being present.

6 AA. MHSA means the State of California law that provides funding for expanded community mental
7 health services. It is also known as "Proposition 63."

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

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

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

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

21 AF. Outreach means linking potential clients to appropriate mental health services within the
22 community. Outreach activities will include educating the community about the services offered and
23 requirements for participation in the programs. Such activities may result in the CONTRACTOR
24 developing referral sources for clients from various programs being offered within the community.

25 AG. PBM Company means a company contracted by the COUNTY that manages the medication
26 benefits for BHS and MIHS clients that are qualified for medication benefits.

27 AH. Pre-Licensed Psychologist means an individual who has a Ph.D. or Psy.D. in Clinical
28 Psychology and is registered with the Board of Psychology as a Registered Psychologist or
29 Psychological Assistant, while acquiring hours for licensing and providing services under a waiver in
30 accordance with WIC section 575.2. The waiver may not exceed five (5) years.

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

34 AJ. Program Director means an individual who is responsible for all aspects of administration and
35 clinical operations of the mental health program, including development and adherence to the annual
36 budget. This individual will also be responsible for the following: hiring, development and performance
37 //

1 management of professional and support staff, and ensuring mental health treatment services are
2 provided in concert with local and state rules and regulations.

3 AK. PHI means individually identifiable health information usually transmitted through electronic
4 media. PHI can be maintained in any medium as defined in the regulations, or for an entity such as a
5 health plan, transmitted or maintained in any other medium. It is created or received by a covered entity
6 and is related to the past, present, or future physical or mental health or condition of an individual,
7 provision of health care to an individual, or the past, present, or future payment for health care provided
8 to an individual.

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

12 AM. Psychology Student or Psychology Intern means an individual who is in school pursuing a Ph.D.
13 or Psy.D. in Clinical Psychology, and may or may not meet the criteria for a DHCS Waiver in order to
14 provide services in accordance with DHCS Information Letter No. 10-03. The waiver may not exceed
15 (5) years.

16 AN. QIC means a committee that meets quarterly to review one percent (1%) of all "high-risk"
17 Medi-Cal clients in order to monitor and evaluate the quality and appropriateness of services provided.
18 At a minimum, the committee is comprised of ADMINSTRATOR, one (1) clinician, and one (1)
19 physician who are not involved in the clinical care of the cases.

20 AO. Referral means effectively linking clients to other services within the community and
21 documenting follow-up provided within five (5) business days to assure that clients have made contact
22 with the referred service(s).

23 AP. Registered Nurse means a licensed individual, pursuant to the provisions of Chapter 6 of the
24 California Business and Professions Code, who can provide clinical services to clients. The license
25 must be current and in force, and has not been suspended or revoked. Also, it is preferred that the
26 individual has at least one (1) year of experience treating children and TAY.

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

34 AR. Supervisory Review means ongoing clinical case reviews in accordance with procedures
35 developed by COUNTY to determine the appropriateness of the diagnosis and treatment plan for clients,
36 as well as to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards.
37 Supervisory review is conducted by the program/clinic director or designee.

1 AS. Token means the security device which allows an end-user to access the ADMINISTRATOR's
 2 computer based IRIS.

3 AT. UMDAP means the method used for determining the annual client liability for mental health
 4 services received from the COUNTY mental health system and is set by the State of California.

5 AU. WOC means the wraparound program administered by the COUNTY SSA and is available to
 6 children and transitional age youth who are returning from or being considered for placement in group
 7 homes.

8
 9 **II. BUDGET**

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
ADMINISTRATIVE COST			
Salaries	\$ 54,522	\$ 54,522	\$ 109,044
Benefits	<u>9,269</u>	<u>9,269</u>	<u>18,538</u>
TOTAL ADMINISRATIVE COST	\$ 63,791	\$ 63,791	\$ 127,582
PROGRAM COST			
Salaries	\$621,981	\$621,981	\$1,243,962
Benefits	101,250	101,250	202,500
Services and Supplies	<u>118,290</u>	<u>118,290</u>	<u>236,580</u>
SUBTOTAL PROGRAM COST	\$841,521	\$841,521	\$1,683,042
TOTAL GROSS COST	\$905,312	\$905,312	\$1,810,624
REVENUE			
Federal Medi-Cal	\$230,908	\$230,908	\$ 461,816
EPSDT Realignment	188,924	188,924	377,848
MHSA Discretionary	<u>485,480</u>	<u>485,480</u>	<u>970,960</u>
TOTAL REVENUE	\$905,312	\$905,312	\$1,810,624
TOTAL MAXIMUM OBLIGATION	\$905,312	\$905,312	\$1,810,624

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

36 C. The total cost of services provided for in this Agreement are based upon projected revenue
 37 generation and shall be reimbursed by Federal Medi-Cal, EPSDT, and COUNTY revenues.

1 CONTRACTOR agrees that if actual Federal Medi-Cal and EPSDT reimbursement, based upon the
2 completed State Department of Mental Health Cost Report for Fiscal Year 2013-14, is less than the
3 Maximum Obligation of this Agreement, the Maximum Obligation may, at ADMINISTRATOR's sole
4 discretion, be adjusted down by the amount of under generated Federal Medi-Cal and/or EPSDT
5 revenue.

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

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

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

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

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III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$75,443 per month for Period One and Period Two. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; provided, however, the total of such payments does not exceed the Maximum Obligation as stated in the Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

6
7 **IV. SERVICES**

8 **A. FACILITIES**

9 1. CONTRACTOR shall maintain one (1) facility which meets the minimum requirements for
10 Medi-Cal eligibility for the provision of Crisis Residential Services for Children at the following
11 location or any other location approved by ADMINISTRATOR:

12 500 S. Main St., Suite 1100
13 Orange, CA 92808

14 2. CONTRACTOR shall provide Clients and/or their family members twenty-four (24) hours
15 a day, seven (7) days a week, and three hundred and sixty-five (365) days a year access to their assigned
16 Family Stabilization Team or a designee acceptable to ADMINISTRATOR.

17 a. CONTRACTOR's administrative staff holiday schedule shall be consistent with
18 COUNTY's holiday schedule unless otherwise approved in advance and in writing, by
19 ADMINISTRATOR.

20 b. CONTRACTOR shall maintain regularly scheduled service hours of five (5) days a
21 week throughout the year and maintain the capacity to provide services twenty-four (24) hours a day,
22 seven (7) days a week, and three hundred and sixty-five (365) days per year. Services should be adapted
23 to accommodate Client needs during after-school hours on weekdays, and on weekends, if necessary.
24 Services should be provided in a manner that would accommodate those Clients that may be unable to
25 participate during regular business hours.

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

29 **B. IN-HOME CRISIS STABILIZATION SERVICES - CRS** are provided in normalized living
30 environments, integrated into residential communities and are less expensive than acute psychiatric
31 hospitals. The CRS programs follow a social rehabilitation model that integrates aspects of emergency
32 psychiatric care, psychosocial rehabilitation, milieu therapy, case management, and practical social
33 work.

34 1. CONTRACTOR shall deliver in-home crisis stabilization services to severely emotionally
35 ill children and their families identified by ADMINISTRATOR as eligible for these services.

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

- 1 a. Orange County residents.
- 2 b. displaying behaviors or a history indicative of being seriously emotionally ill as defined
- 3 by the California Welfare and Institutions Code 5000.3.
- 4 c. between the ages of zero (0) through eighteen (18) and their families.
- 5 d. at risk of hospitalization and/or out-of home placement.
- 6 e. unserved or underserved because of linguistic or cultural isolation.
- 7 3. CONTRACTOR shall engage the child and the child's family in the home whenever
- 8 possible.
- 9 4. CONTRACTOR shall provide an In-Home Crisis Stabilization Program through a three-
- 10 phase model. The initial phase shall include assessments of the severely emotionally ill child and
- 11 family, with the goal of identifying short-term or immediate needs as well as de-escalation of the child
- 12 and family. The In-Home Crisis Stabilization Program shall form a team consisting of a mental health
- 13 worker and a mental health professional that shall develop a service plan with input from the child and
- 14 the child's family. During phase two, the team shall be responsible for ensuring the family is developing
- 15 appropriate coping skills and developing the family's support systems, while promoting open
- 16 communication among family members. The goal of phase three shall be to prepare the child and the
- 17 child's family for progression toward long-term resolution and treatment.
- 18 5. CONTRACTOR will coordinate referrals with other existing wraparound and mental health
- 19 services to ensure that all Clients and their families are given access to the most appropriate level and
- 20 type of services. Other services may include WOC, MHSA FSP programs for TAY or adults, and other
- 21 COUNTY mental health services.
- 22 6. CONTRACTOR shall not refuse Client referrals if CONTRACTOR has available space and
- 23 appropriate staffing to take additional Clients, unless otherwise approved by ADMINISTRATOR.
- 24 7. CONTRACTOR shall provide contact within two (2) hours of Client's referral for services.
- 25 8. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is
- 26 reflected on the Client's chart within 24 hours after the completion of services.
- 27 9. CONTRACTOR shall review the financial status of all enrollees using the UMDAP, unless
- 28 otherwise approved in writing by COUNTY.
- 29 10. CONTRACTOR shall maximize collection of Medi-Cal and other third party payers
- 30 whenever appropriate and follow all state and COUNTY procedures for doing so.
- 31 11. CONTRACTOR shall accept referrals from and make referrals to the various MHSA
- 32 programs, as appropriate. CONTRACTOR shall coordinate referrals with other existing mental health
- 33 services and wraparound services, to ensure that Clients and their families are given access to the most
- 34 appropriate level and type of service. Other services may include WOC, MHSA FSP programs for TAY
- 35 or adults, and other COUNTY mental health services.
- 36 12. CONTRACTOR shall conduct Supervisory Review at sixty (60) calendar day and six (6)
- 37 month intervals, in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR

1 shall ensure that all chart documentation complies with all federal, state and local guidelines and
2 standards.

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

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V. STAFFING

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

DIRECT ADMINISTRATION	<u>FTE</u>
Executive Director	0.09
VP Program Operations	0.09
Director of Finance and Operations	0.09
Communications Manager	0.09
Payroll And Accounting Spec.	0.09
HR Manager	0.09
IT Administrator	0.09
Office Manager	0.09
Receptionist	0.09
Executive Assistant	<u>0.09</u>
SUBTOTAL DIRECT ADMINISTRATION	0.90
PROGRAM ADMINISTRATION	
Program Director	1.00
Program Supervisor	1.00
Quality Assurance Coordinator	1.00
Billing Coordinator	1.00
Program Dev. and Support Spec.	0.09
VP Program Operations	0.06
Director of Family Services	<u>0.04</u>
SUBTOTAL PROGRAM ADMIN	4.19
DIRECT PROGRAM	
Mental Health Professional	5.00
Mental Health Worker	3.00
On-Call	<u>1.00</u>
SUBTOTAL DIRECT PROGRAM	9.00
TOTAL PROGRAM	13.19
TOTAL FTEs	14.09

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1 B. CONTRACTOR shall have as Head of Service a licensed mental health professional, in
2 conformance to one of the following staff categories: Psychiatrist, Psychologist, Social Worker,
3 Marriage and Family Therapist, Registered Nurse, Licensed Vocational Nurse, Psychiatric Technician.

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

12 D. CONTRACTOR shall maintain personnel files for each staff person, including management and
13 other administrative positions, both direct and indirect which shall include, but not be limited to, an
14 application for employment, qualifications for the position, applicable licenses, waivers, registrations,
15 documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay
16 increases.

17 E. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two (72)
18 hours of any staffing vacancies or filling of vacant positions that occur during the term of the
19 Agreement. CONTRACTOR's notification shall include at a minimum the following information:
20 employee name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of
21 recruitment activity.

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

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

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

35 I. WORKLOAD STANDARDS

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

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1 2. CONTRACTOR shall provide a minimum of one hundred (100) DSH per month per
2 billable FTE, twelve hundred (1,200) DSH per year per billable FTE or agreed upon productivity levels
3 which shall include mental health, case management, crisis intervention, and other support services and
4 is inclusive of both billable and non-billable services.

5 3. CONTRACTOR shall, during each period of the Agreement, provide a minimum of ninety
6 six hundred (9,600) DSHs (4,704 billable, and 4,896 non-billable) for Client related services.

7 4. CONTRACTOR shall provide In-Home Crisis Stabilization Services to a minimum of one
8 hundred sixty (160) Clients during each period of the Agreement. Services should include the
9 following: crisis intervention, individual and family therapy, and case management hours to eligible
10 Clients, as specified in the Services Paragraph of this Exhibit A to the Agreement.

11 J. STUDENT INTERNS

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

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

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

18 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each
19 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of
20 treatment for student interns providing substance abuse services. CONTRACTOR shall provide
21 supervision to volunteers as specified in the respective job descriptions or work contracts.

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

24
25 **VI. REPORTS**

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

28 B. FISCAL

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

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

3 D. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement
4 Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements
5 for quality improvement, supervisory review, and medication monitoring.

6 E. CONTRACTOR shall agree to adopt and comply with the documentation standards as per
7 ADMINISTRATOR's Standards of Care practices; P&P's, Annual Provider Training; DHCS State
8 Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT TBS Documentation
9 Manual; and the EPSDT TBS Coordination of Care Best Practices Manual as provided by
10 ADMINISTRATOR, which describe, but are not limited to, the requirements for Medi-Cal and
11 ADMINISTRATOR charting standards; and any state regulatory requirements.

12 F. CONTRACTOR shall regularly review their charting, IRIS data input, and invoice systems to
13 ensure compliance with COUNTY and state P&Ps and establish mechanisms to prevent inaccurate claim
14 submissions.

15 G. CONTRACTOR shall maintain on file at the facility minutes and records of all quality
16 improvement meetings and processes. Such records and minutes shall also be subject to regular review
17 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
18 ADMINISTRATOR's P&Ps.

19 H. CONTRACTOR shall attend:

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

22 2. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues related
23 to, but not limited to compliance with P&Ps, statistics and clinical services.

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

26 4. Quarterly QIC meetings.

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

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

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

33 L. PERFORMANCE OUTCOMES

34 1. CONTRACTOR shall complete Performance Outcome Measures as required by state and/or
35 COUNTY.

36 2. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome
37 measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's

1 services on the well-being of COUNTY residents being served under the terms of the Agreement. The
2 expected outcomes for the Monitoring Plan are to enable Clients to adaptively function at a higher and
3 more appropriate level and to provide a quantifiable and repeatable measure to assess overall program
4 effectiveness.

5 3. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for
6 future evaluation and report performance in terms of Client satisfaction, length of stay, and duration of
7 services.

8 M. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
9 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

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

14 3. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
15 conditions:

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

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

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

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

28 O. CONTRACTOR shall obtain a NPI.

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

31 2. CONTRACTOR, including each employee that provides services under the Agreement, will
32 obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement.
33 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
34 ADMINISTRATOR, all NPI as soon as they are available.

35 P. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
36 service provided under the Agreement to individuals who are covered by Medi-Cal and have not
37 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon

1 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
2 Agreement.

3 Q. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
4 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
5 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be
6 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
7 institution, or religious belief.

8 R. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
9 conduct research activity on COUNTY Clients without obtaining prior written authorization from
10 ADMINISTRATOR.

11 S. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
12 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities
13 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the
14 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but
15 are not limited, to the following:

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

27 T. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
28 welfare of Clients, including but not limited to serious physical harm to self or others, serious
29 destruction of property, developments, etc., and which may raise liability issues with COUNTY, and
30 shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the
31 quality or accessibility of Client-related services provided by, or under contract with COUNTY, as set
32 forth in Subparagraph C. of the Notices Paragraph to the Agreement.

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

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

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

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

4 Y. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ADMINISTRATOR's
5 P&Ps.

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

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

10 AB. ADMINISTRATOR shall:

11 1. Provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's
12 staff to assist CONTRACTOR in ensuring compliance with documentation standards as per
13 ADMINISTRATOR's Standards of Care practices; P&P's, Annual Provider Training; DHCS State
14 Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT TBS Documentation
15 Manual; the EPSDT TBS Coordination of Care Best Practices Manual as provided by
16 ADMINISTRATOR, which describe, but are not limited to, the requirements for Medi-Cal and
17 ADMINISTRATOR charting standards; and any state regulatory requirements.

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

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

22 4. Reviews and approves all referrals of potential Clients to alternate services.

23 5. Reviews and approves all admissions, discharges from the program and extended stays in
24 the program.

25 AC. COUNTY's Central Quality Review and Training shall:

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

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

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

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

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

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